ROCKLIN CITY COUNCIL

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

December 12, 2023

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

ALY ZIMMERMANN, *City Manager*
DANIEL CUCCHI, *Interim City Attorney*
DANIEL CHOE, *City Treasurer*
HALEY REID, *Acting 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 five 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.

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 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

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

2. COUNCIL REORGANIZATION

2A. Nomination and Selection of Mayor
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Appointing a Mayor for the 2023-2024 Term of Office

2B. Nomination and Selection of Vice Mayor
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Appointing a Vice Mayor for the 2023-24 Term of Office

2C. Oath of Office for Incoming Mayor and Vice Mayor for the 2023-24 Term of Office

2D. Recognition of Outgoing Mayor

3. CONSENT CALENDAR

3A. Minutes of the November 13, 2023 Special Meeting of the City Council, November 14, 2023 Regular Meeting of the City Council, and the November 30, 2023 Special Meeting of the City Council
Recommendation: Approve the Minutes of the November 13, 2023 Special Meeting of the City Council, November 14, 2023 Regular Meeting of the City Council, and the November 30, 2023 Special Meeting of the City Council.

3B. City Council Regular Meeting Calendar - January through December 2024

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the City Council Regular Meeting Calendar - January through December 2024.

3C. Amend Chapter 10.11 of Title 10 of the Rocklin Municipal Code

Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Amending Chapter 10.11 of Title 10 of the Rocklin Municipal Code Regarding Speed Limits within the City of Rocklin.

3D. Agreement with Roseville Housing Authority for Housing Choice Voucher Program Administration

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Authorizing the City Manager to Sign an Agreement between the City of Rocklin and the City of Roseville Housing Authority to Administer the Housing Choice Voucher Program.

3E. Various Personnel Updates

Recommendation:

A. Receive a report from the Human Resources Division of the Administrative Services Department as required by City of Rocklin Municipal Code 2.48 – Police Salaries.
B. Adopt a Resolution of the City Council of the City of Rocklin to Approve the Bargaining Unit Change for Two (2) Senior Department Administrative Specialist Allocations from the Confidential Group to AFSCME Bargaining Unit; and the Resulting Reclassification and Reallocation Changes, Y-Rated Salary Schedule, and the Deletion of the Senior Department Administrative Specialist Classification; and Approve the Bargaining Unit Change of One (1) Information Technology Analyst Allocation from the AFSCME Bargaining Unit to the Confidential Group; and Revise Confidential Salary Schedule.

3F. Accounts Paid List - July to September 2023

Recommendation: Receive the Accounts Paid List for July 1, 2023 to September 30, 2023.

3G. Quarterly Treasurer's Report

Recommendation: Receive the Treasurer's Report for the Quarter Ending September 30, 2023.

3H. Section 115 Trust for Pension Investment Strategy

Recommendation: Receive an Update on the Investment Strategy for the City's Section 115 Trust for Pension.

3I. Development Impact Fee Annual (AB 1600) Reports for Fiscal Year 2022/23

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting Development Impact Fee Reports for the Period Ending June 30, 2023 as Required by Government Code Sections 66000 et seq.

3J. Intention to Annex Rocklin Burger King (APN 364-090-024-000) into Community Facilities District No. 1

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 88) and to Authorize the Levy of Special Taxes Therein (Rocklin Burger King, APN 364-090-024-000).

3K. On-Call Professional Engineering Services Contracts

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Consor North America, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Fehr & Peers and Authorizing the City Manager to Execute the Agreement.
C. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Kimley-Horn and Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
D. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Lumos & Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
E. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to R.E.Y. Engineers, Inc. and Authorizing the City Manager to Execute the Agreement.
F. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Whitlock & Weinberger Transportation, Inc. and Authorizing the City Manager to Execute the Agreement.
G. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to ZFA Structural Engineers and Authorizing the City Manager to Execute the Agreement.

3L. Whitney Ranch Unit 1: Final Map, Subdivision Improvement Agreement, Subdivision Landscaping Agreement, and Open Space Easement

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Whitney Ranch Unit 1 Subdivision/(SD2022-0002) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Whitney Ranch Unit 1 Subdivision/(SD2022-0002).
C. Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement of Whitney Ranch Unit 1 Subdivision/(SD2022-0002).

3M. Monument Springs Drive Roadway and Bridge Improvements Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Engineering Design Services for the Monument Springs Drive Roadway and Bridge Improvements Project to Dokken Engineering and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Construction Management Services for the Monument Springs Drive Roadway and Bridge Improvements Project to Consor North America, Inc. and Authorizing the City Manager to Execute the Agreement.

3N. Park Drive Pavement Rehabilitation Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Construction Management Services for the Park Drive Pavement Rehabilitation Project to Ghirardelli Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Contract for the Park Drive Pavement Rehabilitation Project to Central Valley Engineering & Asphalt, Inc. and Authorizing the City Manager to Execute the Agreement.

3O. Purchase of Flock Group Inc. Automated License Plate Reader Cameras

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute an Agreement with Flock Group Inc.

3P. Amendment No. 3 to the Agreement with R3 Consulting, Inc.
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 3 to the Contract for Services with R3 Consulting, Inc. and Authorizing the City Manager to Execute Amendment No. 3.

3Q. Sunset Whitney Recreation Area Building Demolition Project
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving an Increase of the Total Authorized Contract Amount with Double B Demolition, Inc., for the Sunset Whitney Recreation Area Building Demolition Project.

3R. Astound Broadband Powered by WAVE Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting and Authorizing the Agreement with Astound Broadband Powered by WAVE, for Intelligent Transportation System (ITS) Communication and Networking Services and Authorizing the City Manager to Execute an Agreement.

3S. Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency Funding Request Approval.
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin, Ratifying Approval of Funding From the Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency.

3T. City Hall Gutter and Downspout Replacement Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as City Hall Gutter and Downspout Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (A Plus Painting).

3U. Police Department Steel Beam/Amphitheater Wood Beam Refinishing Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Police Department Steel Beam/Amphitheater Wood Beam Refinishing, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Valdez Painting, Inc.).

3V. Citywide Fuel Reduction Program

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Grazing Services to Blue Tent Farms LLC and Authorizing the City Manager to Execute an Agreement with Blue Tent Farms LLC.

B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Weed and Rubbish Abatement and Authorizing the City Manager to Execute an Agreement with Northern State Contractors, Inc.

3W. Purchase of Two Chevrolet Silverado 1500 Fire Prevention Vehicles

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Two Chevrolet Silverado 1500 Fire Prevention Vehicles from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles From Winner Chevrolet.

3X. ADA Ramp Upgrades and Concrete Services Change Order No. 1

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with PBM Construction Inc. for the ADA Ramps and Concrete Construction Services Agreement.

3Y. Amendment to Lease Agreement for City of Rocklin Police Substation

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute an Amendment to the Lease Agreement with Smithway Rocklin, LLC, Successor In Interest to Smithway Associates, Inc.

3Z. Office of Traffic Safety (OTS) Grant for Selective Traffic Enforcement Program (STEP)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Submission of Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP).

4. SPECIAL PRESENTATIONS

4A. Certificate of Appreciation for Rocklin Citizens

4B. Placer County Library Update

5. PUBLIC HEARINGS

5A. West Oaks Apartments / Design Review, DR2022-0010, Tentative Parcel Map, DL2023-0001 and Environmental, ENV2022-0002

Recommendation:

A. Conduct a Public Hearing to Consider Testimony.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration Of Environmental Impacts (West Oaks Apartments / ENV2022-0002).
C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Tentative Parcel Map (West Oaks Apartments / DL2023-0001).
D. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (West Oaks Apartments / DR2022-0010).

5B. Vacation of a Public Street / Yankee Hill Road Between the Eastbound and Westbound Tracks of Union Pacific Railroad

Recommendation: This item is being continued to the January 9, 2024 City Council Meeting.

6. DISCUSSION ITEMS

6A. Fiscal Year 2023/24 First Quarter: Financial Report, Budget Amendments, and Strategic Plan Update

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended September 30, 2023, and Amending the Fiscal Year 2023/24 Budget.

6B. Fire Station Architectural and Engineering Services - Award of Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Contract with COAR Design Group for Architectural and Engineering Services for the Construction of a Fire Station.

6C. Purchase of One Pierce Type I Fire Engine

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Purchase of One Pierce Type I Fire Engine and Authorizing the City Manager to Execute the Agreement.

7. CITY COUNCIL ACTING AS SUCCESSOR AGENCY

7A. Recognized Obligation Payment Schedule (ROPS) FY 2024/25

Recommendation: Receive the City of Rocklin's Successor Agency Recognized Obligation Payment Schedule for the Period of July 1, 2024 - June 30, 2025.

8. FUTURE AGENDA ITEMS

ADJOURNMENT

RESOLUTION No. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPOINTING A MAYOR FOR THE 2023-24 TERM OF OFFICE

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

Section 1. _____ is hereby appointed Mayor of the City of Rocklin for the 2023-24 term of office commencing December 12, 2023.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

RESOLUTION No. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPOINTING A VICE MAYOR FOR THE 2023-2024 TERM OF OFFICE

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

Section 1. _____ is hereby appointed Vice Mayor of the City of Rocklin for the 2023-24 term of office commencing December 12, 2023.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
,Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the November 13, 2023 Special Meeting of the City Council, November 14, 2023 Regular Meeting of the City Council, and the November 30, 2023 Special Meeting of the City Council

Date: December 12, 2023

Submitted By: Haley Reid, Acting City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the November 13, 2023 Special Meeting of the City Council, November 14, 2023 Regular Meeting of the City Council, and the November 30, 2023 Special Meeting of the City Council.

ATTACHMENTS:
1. DRAFT November 13, 2023 City Council Special Meeting Minutes
2. DRAFT November 14, 2023 City Council Meeting Minutes
3. DRAFT November 30, 2023 City Council Special Meeting Minutes

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

November 13, 2023
CLOSED SESSION at 5:00 p.m.

Council Chambers
3970 Rocklin Road, Rocklin, CA 95677
www.rocklin.ca.us

MEETING MINUTES
-DRAFT-

CALL SPECIAL MEETING TO ORDER
Mayor Broadway called the meeting to order at 5:00 p.m.

ROLL CALL
Councilmembers: David Bass, Jill Gayaldo, Bill Halldin, Greg Janda, Mayor Ken Broadway

1. CLOSED SESSION
1A. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 59457(b)(1)
Title: City Attorney

PUBLIC COMMENT ON CLOSED SESSION
None

2. REPORT OUT OF CLOSED SESSION

Closed Session ended at 8:15 p.m. with nothing to report.

ADJOURNMENT
Mayor Broadway adjourned the meeting at 8:15 p.m.

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

November 14, 2023
CLOSED SESSION at 5:00 p.m.
GENERAL SESSION at 6:00 p.m.

Council Chambers
3970 Rocklin Road, Rocklin, CA 95677
www.rocklin.ca.us

MEETING MINUTES
-DRAFT-

CALL TO ORDER
Mayor Broadway called the meeting to order at 5:00 p.m.

ROLL CALL
Councilmembers: David Bass, Jill Gayaldo, Bill Halldin, Greg Janda, Mayor Ken Broadway

1. CLOSED SESSION

1A. Pursuant to Government Code Section 54959.9(d)(2), Conference with Legal Counsel, Anticipated Litigation, Potential Exposure to Litigation: One Case

1B. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Hogan v. City of Rocklin et al., Placer County Superior Court Case No. SCV0051563.

PUBLIC COMMENT ON CLOSED SESSION
None

2. REPORT OUT OF CLOSED SESSION

Closed Session ended at 6:22 p.m. with nothing to report.

REGULAR MEETING CALL TO ORDER

Mayor Broadway called the regular meeting to order at 6:22 p.m.

ROLL CALL

Councilmembers: David Bass, Jill Gayaldo, Bill Halldin, Greg Janda, Mayor Ken Broadway

PLEDGE OF ALLEGIANCE

Mayor Broadway led the pledge of allegiance.

AGENDA REVIEW

None.

CITIZENS ADDRESSING THE CITY COUNCIL

None.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

City Council Reports

Councilmember Bass reported attendance at a Diwali celebration in Roseville, the Placer Cities & Counties Officials Association (PCOA) dinner, the Wall of Recognition reception, an open house for Northern California PET Imaging Center, and the VFW Veteran's Day ceremony.

Councilmember Gayaldo reported attendance at the Placer County Mosquito & Vector Control District board meeting and strategic planning session, the Rocklin Unified School District 2x2 meeting, Sacramento Area Council Of Governments (SACOG) county event, a Veteran's Day event at Heritage Oaks, and the Placer Business Alliance conference.

Councilmember Halldin reported attendance at the Western Placer Waste Management Authority board meeting, various Veteran's Day events, the open house for Northern California PET Imaging Center, and the Wall of Recognition reception.

Mayor Broadway spoke with Webelos Troop 102 for their Civics Patch. He reported attendance at the Adopt A Creek Program Cleanup project with South Placer Rotary Club at Pleasant Grove Creek, the Team Rocklin staff BBQ at Johnson Springview Park, Placer County Transportation Planning Agency and South Placer Regional Transportation Authority Board meetings, the Health and Wellness Fair at Oracle, a tour of Beale Air Force Base, the Placer Business Alliance conference, the Rocklin and Whitney Matt Reading Annual Baseball game, the Wall of Recognition reception, and various Veteran's Day activities.

Mayor Broadway called for a 5-minute recess.

City Manager Report

City Manager Zimmermann shared that the November 28, 2023 City Council meeting will be cancelled. Additionally, she shared information for upcoming events including the Rocklin Tree Lighting on December 2 at Quarry Park and the Point-In-Time homeless count that will take place January 24, 2024.

2. CONSENT CALENDAR

2A. Minutes of September 26, 2023 and October 10, 2023 Regular Meeting of the City Council
Action: Approved the Meeting Minutes from the September 26, 2023 and October 10, 2023 Regular City Council Meeting.

2B. Resolution Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues
Action: Adopted Resolution No. 2023-168 of the City Council of the City of Rocklin Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues.

2C. Placer Valley Tourism Capital Grant for Pickleball Facility at SWRA
Action: Adopted Resolution No. 2023-169 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Grant Agreement by and between Placer Valley Tourism and the City of Rocklin.

2D. Boulder Ridge Park Cell Tower Generator Project
Action:

A. Adopted Resolution No. 2023-170 of the City Council of the City of Rocklin Approving a Notice of Exemption (Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project)
B. Adopted Resolution No. 2023-171 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Communications Site License Agreement (Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project)

2E. Various Personnel Updates
Action:

A. Adopted Resolution No. 2023-172 of the City Council of the City of Rocklin Adopting a Revised Temporary Positions Salary Schedule
B. Adopted Resolution No. 2023-173 of the City Council of the City of Rocklin Adopting a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Firefighter's Union
C. Adopted Resolution No. 2023-174 of the City Council of the City of Rocklin to Approve Revised Salary Schedules for the Public Service Employees Bargaining Unit
D. Adopted Resolution No. 2023-175 of the City Council of the City of Rocklin Adopting the Reclassifications and Reallocations in the Parks and Recreation Department, Fire Department, and Abolishing a Classification

E. Adopted Resolution No. 2023-176 of the City Council of the City of Rocklin to Adopted Salary Range and Allocation for Administrative Office Clerk; Reallocate One Senior Administrative Assistant to Administrative Office Assistant; and Adopt Revised Salary Schedules for Confidential Employees

2F. Amendment to the Liebert Cassidy Whitmore Professional Services Agreement
Action: Adopted Resolution No. 2023-177 of the City Council of the City of Rocklin Approving Amendment No. 2 to the Professional Services Agreement with Liebert Cassidy Whitmore and Authorizing the City Manager to Execute Amendment No. 2

2G. Community Development Department Quarterly Building Report
Action: Received the Quarterly Building Report for the Quarter which ended September 30, 2023

2H. Pulled for discussion.

2I. Motorola Solutions, Inc. Maintenance and Radio Infrastructure Software Upgrade Agreement
Action: Adopted Resolution No. 2023-179 of the City Council of the City of Rocklin to authorize the City Manager to Execute and Sign the Maintenance and Radio Infrastructure Software Upgrade Agreement with Motorola Solutions, Inc.

2J. Los Cerros Phase 1A Public Landscape Improvements Notice of Completion
Action: Adopted Resolution No. 2023-180 of the City Council of the City of Rocklin Accepting the Public Work Known as Los Cerros Phase 1A Subdivision Improvements Public Landscape (SD -2013-09), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Toll West Coast, LLC)

2K. Resolution of Intention to Order the Vacation of a Public Street - Yankee Hill Road
Action: Adopted Resolution No. 2023-181 of the City Council of the City of Rocklin of Intention to Order the Vacation of a Public Street and Setting a Public Hearing Thereon (Yankee Hill Road).

2L. Uniform Services with Cintas Corporation
Action: Adopted Resolution No. 2023-182 of the City Council of the City of Rocklin Approving a Purchase Agreement with Cintas Corporation for Uniform Services, and Authorizing the City Manager to Execute the Agreement.

2M. Vehicle Supplies/Equipment and Installation Services Agreement
Action: Adopted Resolution No. 2023-183 of the City Council of the City of Rocklin Approving the Contract for Vehicle Supplies/Equipment and Installation Services to Stommel Inc. DBA LEHR Auto, and Authorizing the City Manager to Execute an Agreement.

2N. 2024 Micro-Pave Resurfacing Project
Action: Adopted Resolution No. 2023-184 of the City Council of the City of Rocklin Awarding the Contract for 2024 Micro-Pave Resurfacing to American Pavement Systems, Inc., and Authorizing the City Manager to Execute an Agreement.

2O. Reimbursement Agreement with Placer County Water Agency
Action: Adopted Resolution No. 2023-185 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Construction Management and Reimbursement Agreement with Placer County Water Agency (PCWA) for the Midas Avenue Water Main Replacement and Resurfacing Project.

Motion to approve Consent Calendar item Nos. 2A - 2G and 2I – 2O. by Councilmember Halldin, seconded by Vice Mayor Janda. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

2H. College Park Fire Fuel Load Management Contract
Action: Adopted Resolution No. 2023-178 of the City Council of the City of Rocklin Awarding the Contract for College Park Fire Fuel Load Management to Tree Pro Tree Service, Inc. and Authorizing the City Manager to Execute an Agreement.

City Council comments followed.

Motion to approve Consent Calendar item No. 2H by Councilmember Halldin, seconded by Vice Mayor Janda. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

3. SPECIAL PRESENTATIONS

3A. Proclamation Recognizing November 25 as Small Business Saturday

Presented to representatives of the Rocklin Chamber of Commerce by Mayor Broadway

3B. Proclamation Recognizing Global Entrepreneurship Week

Presented to Mark Haney, Growth Factory founding partner by Mayor Broadway

3C. Proclamation Recognizing November as Placer County Art & Culture Month

Presented to representatives of the Arts Council of Placer County by Mayor Broadway

4. PUBLIC HEARINGS

4A. Amend Rocklin Municipal Code, Ordinance Title 10, Chapter 10.11, Speed Limits
Action:

A. Conducted a public hearing.
B. Introduced, Waived the full reading and read by title only, an Ordinance of the City Council of the City of Rocklin Amending Chapter 10.11, of Title 10 of the Rocklin Municipal Code Regarding Speed Limits within the City of Rocklin.

Public Services Director Justin Nartker, presented the item to the City Council.

Mayor Broadway opened the public hearing. Seeing no public comment, Mayor Broadway closed the public hearing.

City Council comments and discussion followed.

Motion to approve item No. 4A by Vice Mayor Janda, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

5. DISCUSSION ITEMS

5A. Point Vista - Advisory Review of Development Proposal (SC2023-0005)
Action: Reviewed, discussed, and provided input to the project applicant on a preliminary development proposal for a General Plan Amendment, Rezone, and Tentative Subdivision Map on an approximately 16-acre site located east of I-80 and south of Brace Road.

Planning Services Manager Bret Finning presented the item to the City Council.

PUBLIC COMMENT:
Terry Pews addressed the City Council regarding his opposition and concerns with the item.

Devin Corona addressed the City Council regarding his concerns with the item.

Courtney Young addressed the City Council regarding her concerns with the item.

Kimberly Fanginelli addressed the City Council regarding her concerns with the item.

Tom Amata addressed the City Council regarding his concerns with the item.

Trisha Vinland addressed the City Council regarding her concerns the item.

Benjamin Bjorkman addressed the City Council regarding the item.

City Council comments and discussion followed.

5B. Approval of the Environmental Document and Selection of the Preferred Design Alternative for Rocklin Road and Interstate 80 Interchange Project

Action:

A. Adopted Resolution No. 2023-186 of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration of Environmental Impacts and a Mitigation Monitoring Program - Rocklin Road and Interstate 80 Interchange Project.
B. Adopted Resolution No. 2023-187 of the City Council of the City of Rocklin Approving Alternative 1 – A Diverging Diamond Interchange Configuration with Bicycle and Pedestrian Use Provided by a Dedicated Overcrossing of Interstate 80 – Rocklin Road and Interstate 80 Interchange Project.

Public Services Manager Matt McClure presented the item to the City Council.

Luke McNeel-Caird with Jacobs Engineering shared a presentation with the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

Neil Bullock addressed City Council regarding the design of the item.

Kevin Shaw addressed City Council regarding the item.

Benjamin Bjorkman addressed City Council regarding the item.

Motion to approve item No. 5B.A by Vice Mayor Janda, seconded by Councilmember Bass. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

Motion to approve item No. 5B.B by Vice Mayor Janda, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE

Abstain: NONE

6. CITY COUNCIL ACTING AS SUCCESSOR AGENCY

6A. Letter of Intent for the Proposed Sale of Successor Agency-Owned Property at 5255 Pacific Street (APN 010-170-026).
Action: Adopted Resolution No. 2023-188 of the Successor Agency of the City of Rocklin Approving a Letter of Intent for the Sale of the Former Redevelopment Agency Property.

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

Tyler Judkins with G3 Concepts, presented to the City Council.

PUBLIC COMMENT
Neil Bullock addressed City Council in support of the item.

Benjamin Bjorkman addressed City Council in support of the item.

Motion to approve item No. 6A by Councilmember Halldin, seconded by Vice Mayor Janda. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

6. FUTURE AGENDA ITEMS
None.

ADJOURNMENT
Mayor Broadway adjourned the meeting at 9:34 p.m.

SPECIAL MEETING OF THE
ROCKLIN CITY COUNCIL

November 30, 2023
CLOSED SESSION at 4:30 p.m.

Council Chambers
3970 Rocklin Road, Rocklin, CA 95677
www.rocklin.ca.us

MEETING MINUTES
-DRAFT-

CALL SPECIAL MEETING TO ORDER
Mayor Broadway called the meeting to order at 4:32 p.m.

ROLL CALL
Councilmembers: David Bass, Jill Gayaldo, Bill Halldin, Greg Janda, Mayor Ken Broadway

1. CLOSED SESSION
1A. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957.6
Conference with Labor Negotiators
Agency designated representatives: Mayor Broadway and Vice Mayor Janda
Unrepresented Employee: City Attorney

PUBLIC COMMENT ON CLOSED SESSION
None

2. REPORT OUT OF CLOSED SESSION

Closed Session ended at 5:33 p.m. with nothing to report.

ADJOURNMENT
Mayor Broadway adjourned the meeting at 5:33 p.m.

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: City Council Regular Meeting Calendar - January through December 2024

Date: December 12, 2023

Submitted By: Haley Reid, Acting City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the City Council Regular Meeting Calendar - January through December 2024.

ATTACHMENTS:
1. Resolution - City Council Regular Meeting Calendar 2024

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING CITY COUNCIL REGULAR MEETING DATES – JANUARY THROUGH DECEMBER 2024

WHEREAS, the City Council's Rules of Procedure state meetings are held the second and fourth Tuesday of each month; and

WHEREAS, Council wishes to approve the meeting calendar for the period from January through December 2024.

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

Section 1. The regular meeting dates for calendar period of January through December 2023 are established as follows:

January 9	June 11
January 23	June 25
February 13	August 13
February 27	August 27
March 12	September 10
March 26	September 24
April 9	October 8
April 23	October 22
May 14	November 12
May 28	December 10

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject:	Amend Chapter 10.11 of Title 10 of the Rocklin Municipal Code
Date:	December 12, 2023
Submitted By:	Justin Nartker, Director of Public Services Hunter Young, Deputy Director of Community Development/City Engineer
Department:	Public Services

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Amending Chapter 10.11 of Title 10 of the Rocklin Municipal Code Regarding Speed Limits within the City of Rocklin.

Background:
Cities and Counties in California are required to follow the California Vehicle Code (CVC), primarily Sections 22357 and 22358, to establish speed limits within their jurisdiction. The law requires speed limits to be set by ordinance on the basis of an Engineering and Traffic Survey (ETS). Following the CVC requirements allows local law enforcement to use radar equipment to enforce the speed limit.

The California Department of Transportation (Caltrans) has an established set of standards and procedures for conducting an ETS. These standards require that for a speed limit to be radar enforceable, the posted speed limit should be set at the 5mph increment nearest the 85th percentile speed. The recommended speed limit can be lowered an additional 5mph if "conditions not readily apparent to motorists" are present. Conditions not readily apparent can be related to accident history, numerous driveways along the roadway, adjacent land uses, bike lanes, etc. The CVC requires that the speed surveys must be conducted every five to ten years, or when there is a major change to a roadway.

Staff recently performed a review of 85 road segments to update the City's Engineering and Traffic Surveys (See Attachment 2). There are seven (7) speed limits for new speed zones, the reestablishment of one (1) speed limit for an existing speed zone, the reducing of one (1) speed limit for an existing speed zone and seventy-six (76) surveys with no change recommended (See Attachment 3).

A copy of the complete set of speed surveys (Attachment 4) is available at City Hall for review. The CVC requires that posted speed limits be consistent with the results of the ETS to be radar enforceable. City Engineer, Police, and the City Attorney are all in agreement that in

order for the City to be in compliance with State law for radar enforceable speed limits, speed limits must be established using the State requirements.

Environmental Analysis:

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and therefore is not subject to CEQA.

Fiscal Impact:

There is no fiscal impact, the cost of changing speed limit signage is included in the existing Traffic Signals, lighting and roadway markings operating budget.

ATTACHMENTS:

1. Ordinance
2. Summary 2023 Engineering Traffic Survey
3. Summary of Proposed Speed Limits
4. Engineering Speed Survey

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING CHAPTER 10.11 OF TITLE 10 OF THE ROCKLIN MUNICIPAL CODE REGARDING SPEED LIMITS WITHIN THE CITY OF ROCKLIN

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

Section 1. Purpose. Title 10 – VEHICLES AND TRAFFIC of the Rocklin Municipal Code sets forth the City's regulations applicable to vehicles and traffic. Chapter 10.11 - Speed Limits establishes speed limits within the City of Rocklin that are below prima facie limits set by state laws and to ensure such speed limits are enforceable.

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. Enactment. Chapter 10.11 shall be amended to provide Speed Limits under Title 10 as set forth below:

10.11 – SPEED LIMITS

10.11.010 – Findings.

A. Pursuant to Chapter 10.10 of the Rocklin Municipal Code, on November 14, 2023, the City Council of the City of Rocklin reviewed and considered the engineering and traffic survey, and related information, attached hereto and incorporated herein by reference.

B. Based upon the review of the survey and related information, the city council finds that the following streets shall have the following posted speed limits:

1. 3rd Street:
   a. Between Sunset Boulevard and Farron Street, 30 MPH.

2. 5th Street:
   a. Between Midas Avenue and Third Street, 25 MPH.

3. Aguilar Road:
   a. Between Rocklin Road and Greenbrae Drive, 25 MPH.

4. Americana Way:
   a. Between Pacific Street and Delmar Avenue, 25 MPH.

5. Argonaut Avenue:
    a. Between Whitney Boulevard and Midas Avenue, 30 MPH,
    b. Between Midas Avenue and End, 30 MPH.

6. Atherton Road:
    a. Between Sunset Boulevard and Lonetree Boulevard, 25 MPH.

7. Blue Oaks Boulevard:
    a. Between Roseville Limit and Sunset Boulevard, 45 MPH.

8. Bridlewood Drive:
    a. Between Wildcat Boulevard and Whitney Ranch Parkway, 35 MPH.

9. Casa Grande Avenue:
    a. Between Fairway Drive and Lincoln Avenue, 25 MPH.

10. China Garden Road:
    a. Between Aguilar Road and End, 45 MPH.

11. Clover Valley Road:
    a. Between Midas Avenue and Rawhide Road, 30 MPH.

12. Crest Drive:
    a. Between Stanford Ranch Road and Park Drive, 35 MPH.

13. Delmar Avenue:
    a. Between Pacific Street and town of Loomis border, 35 MPH.

14. Dominguez Road:
    a. Between Pacific Street and Granite Drive, 35 MPH.

15. East Midas Avenue:
    a. Between Pacific Street and Grove Street, 25 MPH.

16. El Don Drive:
    a. Between Rocklin Road and Sierra College Boulevard, 25 MPH.

17. Fairway Drive:
    a. Between Sunset Boulevard and Stanford Ranch Road, 35 MPH.

18. Farrier Road:
    a. Between Park Drive and Darby Road, 35 MPH.

19. Farron Street:
    a. Between Pacific Street and 3rd Street, 30 MPH.

20. Five Star Boulevard:
    a. Between Stanford Ranch Road and End, 30 MPH.

21. Granite Drive:
    a. Between Rocklin Road and Sierra Meadows Drive, 30 MPH,
    b. Between Sierra Meadows Drive and Dominguez Road, 40 MPH,
    c. Between Dominguez Road and Sierra College Boulevard, 40 MPH.

22. Grove Street:
    a. Between Pacific Street and Rocklin Road, 25 MPH.

23. Lonetree Boulevard:
    a. Between Blue Oaks Boulevard and West Oaks Boulevard, 40 MPH,
    b. Between West Oaks Boulevard and Sunset Boulevard, 45 MPH.

24. Midas Avenue:
    a. Between Pacific Street and Argonaut Avenue, 30 MPH,
    b. Between Argonaut Avenue and Whitney Boulevard, 30 MPH,
    c. Between Whitney Boulevard and End, 30 MPH.

25. Nightwatch Drive:
    a. Between Sierra College Boulevard and Echo Ridge Road, 25 MPH.

26. Old Ranch House Road:
    a. Between Whitney Ranch Parkway and Creek Hollow Drive, 30 MPH.

27. Pacific Street:
    a. Between Roseville city limit and Sunset Boulevard, 45 MPH,
    b. Between Sunset Boulevard and Americana Way, 40 MPH,
    c. Between Americana Way and town of Loomis border, 40 MPH.

28. Painted Pony Lane:
    a. Between Whitney Ranch Parkway and West Oaks Boulevard, 35 MPH.

29. Park Drive:
    a. Between Roseville city limit and Sunset Boulevard, 45 MPH,
    b. Between Sunset Boulevard and Stanford Ranch Road, 45 MPH,
    c. Between Stanford Ranch Road and Crest Drive, 45 MPH,
    d. Between Crest Drive and the intersection of Whitney Ranch Parkway and Whitney Oaks Drive, 45 MPH.

30. Ranch View Drive:
    a. Between Spring Creek Drive and Wildcat Boulevard, 35 MPH.

31. Rawhide Road:
    a. Between Midas Avenue and End, 30 MPH.

32. Rocklin Road:
    a. Between 5th Street and Pacific Street, 30 MPH,
    b. Between Pacific Street and Granite Drive, 35 MPH,
    c. Between Granite Drive and El Don Drive, 40 MPH,
    d. Between El Don Drive and town of Loomis border, 40 MPH.

33. Scarborough Drive:
    a. Between Sierra College Boulevard and Roseville city limit, 35 MPH.

34. Schriber Way:
    a. Between Sierra College Boulevard and Lakepointe Drive, 30 MPH.

35. Sierra College Boulevard:
    a. Between Placer County limit and town of Loomis border, 55 MPH,
    b. Between Granite Drive and Bass Pro Drive/Dominguez Road, 40 MPH,
    c. Between Bass Pro Drive/Dominguez Road and Rocklin Road, 50 MPH,
    d. Between Rocklin Road and Roseville city limit, 50 MPH.

36. Sierra Meadows Drive:
    a. Between Granite Drive and Pacific Street, 35 MPH.

37. South Grove Street:
    a. Between Rocklin Road and Kannasto Street, 25 MPH.

38. South Whitney Boulevard:
    a. Between Sunset Boulevard and Five Star Boulevard, 30 MPH.

39. Spring Creek Drive:
    a. Between Whitney Ranch Parkway and Ranch View Drive, 35 MPH.

40. Springview Drive:
    a. Between Sunset Boulevard and Springview Meadows Drive, 35 MPH,

    b. Between Springview Meadows Drive and South Whitney Boulevard, 30 MPH.

41. Stanford Ranch Road:
    a. Between Roseville city limit to Park Drive, 40 MPH,
    b. Between Park Drive and West Oaks Boulevard, 45 MPH.

42. Sunset Boulevard:
    a. Between Highway 65 and Blue Oaks Boulevard, 45 MPH,
    b. Between Blue Oaks Boulevard and Park Drive, 45 MPH,
    c. Between Park Drive and Stanford Ranch Road, 45 MPH,
    d. Between Stanford Ranch Road and Whitney Boulevard, 40 MPH,
    e. Between Whitney Boulevard and Pacific Street, 40 MPH,
    f. Between Pacific Street and Woodside Drive, 30 MPH.

43. Topaz Avenue:
    a. Between Sunset Boulevard and Whitney Boulevard, 25 MPH.

44. University Avenue:
    a. Between Sunset Boulevard and Whitney Ranch Parkway, 40 MPH,
    b. Between Whitney Ranch Parkway and Ranch View Drive, 35 MPH.

45. West Oaks Boulevard:
    a. Between Lonetree Boulevard and Sunset Boulevard, 45 MPH,
    b. Between Sunset Boulevard and West Stanford Ranch Road, 45 MPH,
    c. Between West Stanford Ranch Road and Hunter Drive, 40 MPH,
    d. Between Hunter Drive and Painted Pony Lane, 35 MPH.

46. West Ranch View Drive:
    a. Between Wildcat Boulevard and End, 35 MPH.

47. West Stanford Ranch Road:
    a. Between Sunset Boulevard and West Oaks Boulevard, 45 MPH.

48. Whitney Boulevard:
    a. Between Sunset Boulevard and Midas Avenue, 35 MPH.
    b. Between Midas Avenue and Sunset Boulevard, 35 MPH.

49. Whitney Oaks Drive:
    a. Between Park Drive and Whitney Ranch Parkway, 35 MPH.

50. Whitney Ranch Parkway:
    a. Between Highway 65 and Wildcat Boulevard, 45 MPH,
    b. Between Wildcat Boulevard and Painted Pony Lane/Old Ranch House Road, 45 MPH.
    c. Between Painted Pony Lane and Ranch View Drive, 35 MPH.
    d. Between Ranch View Drive and Whitney Oaks Drive, 35 MPH

51. Wildcat Boulevard:
    a. Between West Stanford Ranch Road and Lincoln city limit, 45 MPH.

52. Woodside Drive:
    a. Between Pacific Street and Lost Avenue, 30 MPH.

53. Wyckford Boulevard:
    a. Between Park Drive and Stratton Court, 35 MPH.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining

portions of the ordinance. The City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 7. Environmental Analysis. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061 (b)(3)). The Speed Limit Ordinance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Section 8. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 9. Publication. Within fifteen (15) days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers 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 Councilmembers 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 Councilmembers 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 November 14, 2023, by the following vote:

AYES:	Councilmembers: Bass, Broadway, Gayaldo, Janda, Halldin
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

PASSED and ADOPTED at a regular meeting of the City Council of the Cit of Rocklin held on December 12, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

First Reading: 11/14/2023
Second Reading:
Effective Date:

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
3RD ST	SUNSET BLVD	FARRON ST	4,834	07/05/18	36	27 - 36	30	30	11/23/25
5TH ST	MIDAS AVE	THIRD ST	2,346	05/15/18	32	25 - 34	25	25	11/23/25
AGUILAR	ROCKLIN RD	GREENBRAE	2,993	07/02/18	32	23 - 32	25	25	11/23/25
AMERICANA WAY	PACIFIC STREET	DELMAR AVENUE	653	07/13/18	31	22 -31	25	25	11/23/25
ARGONAUT AVE	MIDAS AVE	END	2,438	06/25/18	37	28 - 37	30	30	11/23/25
ARGONAUT AVE	WHITNEY BLVD	MIDAS AVE	5,726	05/03/18	37	28 - 37	30	30	11/23/25
ATHERTON	SUNSET BLVD	LONETREE BLVD	1,779	06/27/18	32	23 - 32	25	25	11/23/25
BLUE OAKS BLVD	SUNSET BLVD	ROSEVILLE BORDER	35,981	04/18/18	48	39 - 48	45	45	11/23/25
BRIDLEWOOD DR	WILDCAT BLVD	WHITNEY RANCH PKWY	2,347	04/26/18	39	29 - 38	35	35	11/23/25
CASA GRANDE AVE	FAIRWAY DR	LINCOLN AVE	617	06/27/18	31	22 - 31	25	25	11/23/25
CHINA GARDEN RD	AGUILAR RD	END	1,170	05/30/18	49	38 - 47	45	45	11/23/25
CLOVER VALLEY RD	MIDAS AVE	RAWHIDE RD	1,257	04/24/18	37	27 - 36	30	30	11/23/25
CREST DR	STANFORD RANCH RD	PARK DR	11,790	06/05/18	41	32 - 41	35	35	11/23/25
DELMAR AVE	PACIFIC ST	LOOMIS BORDER	3,953	04/30/18	41	32 - 41	35	35	11/23/25
DOMINGUEZ RD	PACIFIC ST	GRANITE DR	3,252	04/23/18	40	32 - 41	35	35	11/23/25
EAST MIDAS AVE	PACIFIC ST	GROVE ST	2,109	10/27/22	28	20 - 29	25	25	12/14/30
EL DON DR	ROCKLIN RD	SIERRA COLLEGE BLVD	1,220	04/17/18	32	24 - 33	25	25	11/23/25
FAIRWAY DR	SUNSET BLVD	STANFORD RANCH RD	9,298	04/23/18	40	33 - 42	35	35	11/23/25
FARRIER RD	PARK DR	DARBY RD	3,639	04/25/18	40	30 - 39	35	35	11/23/25
FARRON ST	PACIFIC ST	THIRD ST	1,793	06/05/18	35	26 - 35	30	30	11/23/25
FIVE STAR BLVD	STANFORD RANCH RD	END	11,637	04/23/18	37	29 - 38	30	30	11/23/25
GRANITE	ROCKLIN RD	SIERRA MEADOWS DR	10,717	06/19/18	36	28 - 37	30	30	11/23/25
GRANITE	SIERRA MEADOWS DR	DOMINGUEZ	17,553	06/20/18	45	34 - 43	40	40	11/23/25
GRANITE	DOMINGUEZ	SIERRA COLLEGE BLVD	9,112	01/17/18	45	36 - 45	40	40	11/23/25
GROVE ST	PACIFIC ST	ROCKLIN RD	1,951	11/15/22	30	22 - 31	25	25	12/14/30
LONETREE BLVD	BLUE OAKS BLVD	W OAKS BLVD	27,208	06/06/18	43	33 - 42	40	40	11/23/25
LONETREE BLVD	W OAKS BLVD	SUNSET BLVD	11,542	06/07/18	47	34 - 43	45	45	11/23/25
MIDAS AVE	PACIFIC ST	ARGONAUT AVE	10,279	05/03/18	35	27 - 36	30	30	11/23/25
MIDAS AVE	ARGONAUT AVE	WHITNEY BLVD	4,143	05/03/18	35	28 - 37	30	30	11/23/25
MIDAS AVE	WHITNEY BLVD	END	1,440	05/03/18	37	30 - 39	30	30	11/23/25
NIGHTWATCH DR	SIERRA COLLEGE BLVD	ECHO RIDGE RD	2,455	07/12/18	30	21 - 30	25	25	11/23/25
OLD RANCH HOUSE RD	WHITNEY RANCH PKWY	CREEK HOLLOW DR	1,737	11/28/22	35	27 - 36	35	30	12/14/30
PACIFIC ST	ROSEVILLE BORDER	SUNSET BLVD	26,851	06/21/18	52	43 - 52	45	45	11/23/25
PACIFIC ST	SUNSET BLVD	AMERICANA WAY	24,444	06/07/18	44	36 - 45	40	40	11/23/25
PACIFIC ST	AMERICANA WAY	LOOMIS BORDER	12,506	06/26/18	45	37 - 46	40	40	11/23/25
PAINTED PONY LN	WHITNEY RANCH PKWY	WEST OAKS	2,601	10/26/22	38	28 - 37	35	35	12/14/30
PARK DR	ROSEVILLE BORDER	SUNSET BLVD	17,229	04/24/18	51	41 - 50	45	45	11/23/25
PARK DR	SUNSET BLVD	STANFORD RANCH RD	15,814	05/01/18	50	41 - 50	45	45	11/23/25
PARK DR	STANFORD RANCH RD	CREST DR	14,513	05/01/18	49	40 - 49	45	45	11/23/25
PARK DR	CREST DR	WHITNEY RANCH PKWY/WHITNEY OAKS DR	4,561	05/17/18	52	41 - 50	45	45	11/23/25
RANCH VIEW DR	WILDCAT BLVD	SPRING CREEK DR	9,478	07/03/18	40	31 - 40	35	35	11/23/25
RAWHIDE RD	MIDAS AVE	END	1,234	06/27/18	37	28 - 37	30	30	11/23/25
ROCKLIN RD	5TH	PACIFIC ST	3,435	06/21/18	35	24 - 33	25	30	11/23/25
ROCKLIN RD	PACIFIC ST	GRANITE DR	16,886	06/12/18	39	31 - 40	35	35	11/23/25
ROCKLIN RD	GRANITE DR	EL DON DR	28,532	06/21/18	46	37 - 46	40	40	11/23/25
ROCKLIN RD	EL DON DR	LOOMIS BORDER	11,616	05/22/18	46	36 - 45	40	40	11/23/25
SCARBOROUGH DR	SIERRA COLLEGE BLVD	ROSEVILLE BORDER	1,909	04/24/18	43	35 - 44	35	35	11/23/25
SCHRIBER WAY	SIERRA COLLEGE BLVD	LAKEPOINTE	3,622	06/26/18	37	29 - 38	30	30	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
SIERRA COLLEGE BLVD	LOOMIS	PLACER COUNTY	11,798	06/13/18	64	54 - 63	55	55	11/23/25
SIERRA COLLEGE BLVD	GRANITE DR	BASS PRO/DOMINGUEZ	11,789	06/21/18	47	36 - 45	40	40	11/23/25
SIERRA COLLEGE BLVD	BASS PRO/DOMINGUEZ	ROCKLIN RD	22,603	06/13/18	54	46 - 55	50	50	11/23/25
SIERRA COLLEGE BLVD	ROCKLIN RD	ROSEVILLE BORDER	21,845	06/21/18	56	45 - 54	50	50	11/23/25
SIERRA MEADOWS DR	PACIFIC ST	GRANITE DR	6,506	04/30/18	38	30 - 39	35	35	11/23/25
SOUTH GROVE ST	ROCKLIN RD	KANNASTO ST	1,723	11/21/22	30	22 - 31	25	25	12/14/30
SOUTH WHITNEY BLVD	SUNSET BLVD	FIVE STAR BLVD	5,488	04/20/18	36	27 - 36	30	30	11/23/25
SPRING CREEK DR	WHITNEY RANCH PKWY	RANCH VIEW DR	5,481	04/26/18	41	33 - 42	35	35	11/23/25
SPRINGVIEW DR	SPRINGVIEW MEADOWS	SUNSET BLVD	5,857	06/05/18	40	31 - 40	35	35	11/23/25
SPRINGVIEW DR	S WHITNEY BLVD	SPRINGVIEW MEADOWS	3,868	06/05/18	34	26 - 35	30	30	11/23/25
STANFORD RANCH RD	ROSEVILLE BORDER	PARK DR	17,414	05/15/18	47	39 - 48	40	40	11/23/25
STANFORD RANCH RD	PARK DR	W OAKS BLVD	15,228	05/02/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	HWY 65	BLUE OAKS BLVD	23,176	06/25/18	47	40 - 49	45	45	11/23/25
SUNSET BLVD	BLUE OAKS BLVD	PARK DR	23,176	04/18/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	PARK DR	STANFORD RANCH RD	21,100	04/17/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	STANFORD RANCH RD	WHITNEY BLVD	20,080	05/23/18	44	34 - 43	40	40	11/23/25
SUNSET BLVD	WHITNEY BLVD	PACIFIC ST	33,166	04/11/18	47	38 - 47	40	40	11/23/25
SUNSET BLVD	PACIFIC ST	WOODSIDE DR	2,917	04/11/18	37	27 - 36	30	30	11/23/25
TOPAZ AVE	SUNSET BLVD	WHITNEY	2,625	06/20/18	32	25 - 34	25	25	11/23/25
UNIVERSITY AVE	SUNSET BLVD	WHITNEY RANCH PKWY	1,242	11/17/22	44	35 - 44	40	40	12/14/30
UNIVERSITY AVE	WHITNEY RANCH PKWY	W RANCH VIEW DR	3,286	11/17/22	42	33 - 42	35	35	12/14/30
W OAKS BLVD	LONETREE BLVD	SUNSET BLVD	3,678	05/01/18	48	36 - 45	45	45	11/23/25
W OAKS BLVD	SUNSET BLVD	W STANFORD RANCH RD	6,951	05/01/18	52	43 - 52	45	45	11/23/25
W OAKS BLVD	STANFORD RANCH RD	HUNTER	3,649	05/18/18	44	37 - 46	40	40	11/23/25
W OAKS BLVD	HUNTER	PAINTED PONY LANE	3,649	06/28/18	42	31 - 40	35	35	11/23/25
W RANCH VIEW DR	WILDCAT BLVD	END	2,247	08/14/18	41	33 - 42	25	35	11/23/25
W STANFORD RANCH RD	SUNSET BLVD	W OAKS BLVD	16,692	04/26/18	49	41 - 50	45	45	11/23/25
WHITNEY BLVD	CREST DR	MIDAS AVE	11,106	05/02/18	36	29 - 38	35	35	11/23/25
WHITNEY BLVD	MIDAS AVE	SUNSET BLVD	9,247	05/02/18	41	32 - 41	35	35	11/23/25
WHITNEY OAKS DR	WHITNEY RANCH PKWY	PARK DR	1,467	04/30/18	41	33 - 42	35	35	11/23/25
WHITNEY RANCH PKWY	HWY 65	WILDCAT BLVD	3,232	05/02/18	48	38 - 47	40	45	11/23/25
WHITNEY RANCH PKWY	WILDCAT BLVD	PAINTED PONY LANE	3,232	05/01/18	52	43 - 52	40	45	11/23/25
WHITNEY RANCH PKWY	PAINTED PONY LANE	RANCH VIEW DR	2,192	10/28/22	41	31 - 40	35	35	12/14/30
WHITNEY RANCH PKWY	RANCH VIEW DR	WHITNEY OAKS DR	1,453	10/28/22	41	32 - 41	35	35	12/14/30
WILDCAT BLVD	W STANFORD RANCH RD	LINCOLN BORDER	10,206	04/26/18	47	38 - 47	45	45	11/23/25
WOODSIDE DR	PACIFIC ST	LOST AVE	1,669	04/20/18	35	27 - 36	30	30	11/23/25
WYCKFORD BLVD	PARK DR	STRATTON CT	5,626	04/30/18	40	29 - 38	35	35	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

SUMMARY OF ENGINEERING AND TRAFFIC SURVEYS AND PROPOSED SPEED LIMITS:

A. Establishing Speed Limits for New Speed Zones

No	Engineering & Traffic Survey Book Page #	Surveyed Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85% Speed (mph)	Proposed Speed Limit (mph)
1	46	East Midas Avenue	Pacific Street	Grove Street	25	28	25
2	73	Grove Street	Pacific Street	Rocklin Road	25	30	25
3	160	South Grove Street	Rocklin Road	Kannasto Street	25	30	25
4	202	University Avenue	Sunset Boulevard	Whitney Ranch Parkway	40	44	40
5	205	University Avenue	Whitney Ranch Parkway	Ranch View Drive	35	42	35
6	241	Whitney Ranch Parkway	Painted Pony Lane	Ranch View Drive	35	41	35
7	244	Whitney Ranch Parkway	Ranch View Drive	Whiney Oaks Drive	35	41	35

B. Re-Establishing Speed Limits for Existing Speed Zones

No	Engineering & Traffic Survey Book Page #	Surveyed Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85% Speed (mph)	Proposed Speed Limit (mph)
1	106	Painted Pony Lane	Whitney Ranch Parkway	West Oaks Boulevard	35	38	35

C. Reducing Speed Limits for Existing Speed Zones

No	Engineering & Traffic Survey Book Page #	Surveyed Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85% Speed (mph)	Proposed Speed Limit (mph)
1	94	Old Ranch House Road	Whitney Ranch Parkway	Creek Hollow Drive	35	35	30

DISCUSSION ON PROPOSED SPEED LIMITS:

A. Establishing Speed Limits for New Speed Zones

1. East Midas Avenue (Pacific Street to Grove Street)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 28 mph, the speed limit on this speed zone shall be established at 25 mph.
2. Grove Street (Pacific Street to Rocklin Road)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 30 mph, the speed limit on this speed zone shall be established at 25 mph.
3. South Grove Street (Rocklin Road to Kannasto Street)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 30 mph, the speed limit on this speed zone shall be established at 25 mph.
4. University Avenue (Sunset Boulevard to Whitney Ranch Parkway)

Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 44 mph, the speed limit on this speed zone shall be established at 40 mph.

5. University Avenue (Whitney Ranch Parkway to Ranch View Drive)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 42 mph, the speed limit on this speed zone shall be established at 35 mph.
6. Whitney Ranch Parkway (Painted Pony Lane to Ranch View Drive)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 41 mph, the speed limit on this speed zone shall be established at 35 mph.
7. Whitney Ranch Parkway (Ranch View Drive to Whitney Oaks Drive)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 41 mph, the speed limit on this speed zone shall be established at 35 mph.

B. Re-Establishing Speed Limits for Existing Speed Zones

1. Painted Pony Lane (Whitney Ranch Parkway to West Oaks Boulevard)
   This speed zone has a posted speed limit of 30 mph. Since the 85th percentile speed, as indicated by an E&TS is 38 mph, the posted speed limit for this speed zone shall be re-established at 35 mph.

C. Reducing Speed Limits for Existing Speed Zones

1. Old Ranch House Road (Whitney Ranch Parkway to Creek Hollow Drive)
   This speed zone has a posted speed limit of 35 mph. Since the 85th percentile speed, as indicated by an E&TS is 35 mph, the speed limit on this speed zone shall be reduced to 30 mph.









ENGINEERING DIVISION

Engineering and Speed Survey

Department of Public Services
City of Rocklin
State of California

2023

Effective: 01/15/2024

ROCKLIN
CALIFORNIA

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
3RD ST	SUNSET BLVD	FARRON ST	4,834	07/05/18	36	27 - 36	30	30	11/23/25
5TH ST	MIDAS AVE	THIRD ST	2,346	05/15/18	32	25 - 34	25	25	11/23/25
AGUILAR	ROCKLIN RD	GREENBRAE	2,993	07/02/18	32	23 - 32	25	25	11/23/25
AMERICANA WAY	PACIFIC STREET	DELMAR AVENUE	653	07/13/18	31	22 -31	25	25	11/23/25
ARGONAUT AVE	MIDAS AVE	END	2,438	06/25/18	37	28 - 37	30	30	11/23/25
ARGONAUT AVE	WHITNEY BLVD	MIDAS AVE	5,726	05/03/18	37	28 - 37	30	30	11/23/25
ATHERTON	SUNSET BLVD	LONETREE BLVD	1,779	06/27/18	32	23 - 32	25	25	11/23/25
BLUE OAKS BLVD	SUNSET BLVD	ROSEVILLE BORDER	35,981	04/18/18	48	39 - 48	45	45	11/23/25
BRIDLEWOOD DR	WILDCAT BLVD	WHITNEY RANCH PKWY	2,347	04/26/18	39	29 - 38	35	35	11/23/25
CASA GRANDE AVE	FAIRWAY DR	LINCOLN AVE	617	06/27/18	31	22 - 31	25	25	11/23/25
CHINA GARDEN RD	AGUILAR RD	END	1,170	05/30/18	49	38 - 47	45	45	11/23/25
CLOVER VALLEY RD	MIDAS AVE	RAWHIDE RD	1,257	04/24/18	37	27 - 36	30	30	11/23/25
CREST DR	STANFORD RANCH RD	PARK DR	11,790	06/05/18	41	32 - 41	35	35	11/23/25
DELMAR AVE	PACIFIC ST	LOOMIS BORDER	3,953	04/30/18	41	32 - 41	35	35	11/23/25
DOMINGUEZ RD	PACIFIC ST	GRANITE DR	3,252	04/23/18	40	32 - 41	35	35	11/23/25
EAST MIDAS AVE	PACIFIC ST	GROVE ST	2,109	10/27/22	28	20 - 29	25	25	12/14/30
EL DON DR	ROCKLIN RD	SIERRA COLLEGE BLVD	1,220	04/17/18	32	24 - 33	25	25	11/23/25
FAIRWAY DR	SUNSET BLVD	STANFORD RANCH RD	9,298	04/23/18	40	33 - 42	35	35	11/23/25
FARRIER RD	PARK DR	DARBY RD	3,639	04/25/18	40	30 - 39	35	35	11/23/25
FARRON ST	PACIFIC ST	THIRD ST	1,793	06/05/18	35	26 - 35	30	30	11/23/25
FIVE STAR BLVD	STANFORD RANCH RD	END	11,637	04/23/18	37	29 - 38	30	30	11/23/25
GRANITE	ROCKLIN RD	SIERRA MEADOWS DR	10,717	06/19/18	36	28 - 37	30	30	11/23/25
GRANITE	SIERRA MEADOWS DR	DOMINGUEZ	17,553	06/20/18	45	34 - 43	40	40	11/23/25
GRANITE	DOMINGUEZ	SIERRA COLLEGE BLVD	9,112	01/17/18	45	36 - 45	40	40	11/23/25
GROVE ST	PACIFIC ST	ROCKLIN RD	1,951	11/15/22	30	22 - 31	25	25	12/14/30
LONETREE BLVD	BLUE OAKS BLVD	W OAKS BLVD	27,208	06/06/18	43	33 - 42	40	40	11/23/25
LONETREE BLVD	W OAKS BLVD	SUNSET BLVD	11,542	06/07/18	47	34 - 43	45	45	11/23/25
MIDAS AVE	PACIFIC ST	ARGONAUT AVE	10,279	05/03/18	35	27 - 36	30	30	11/23/25
MIDAS AVE	ARGONAUT AVE	WHITNEY BLVD	4,143	05/03/18	35	28 - 37	30	30	11/23/25
MIDAS AVE	WHITNEY BLVD	END	1,440	05/03/18	37	30 - 39	30	30	11/23/25
NIGHTWATCH DR	SIERRA COLLEGE BLVD	ECHO RIDGE RD	2,455	07/12/18	30	21 - 30	25	25	11/23/25
OLD RANCH HOUSE RD	WHITNEY RANCH PKWY	CREEK HOLLOW DR	1,737	11/28/22	35	27 - 36	35	30	12/14/30
PACIFIC ST	ROSEVILLE BORDER	SUNSET BLVD	26,851	06/21/18	52	43 - 52	45	45	11/23/25
PACIFIC ST	SUNSET BLVD	AMERICANA WAY	24,444	06/07/18	44	36 - 45	40	40	11/23/25
PACIFIC ST	AMERICANA WAY	LOOMIS BORDER	12,506	06/26/18	45	37 - 46	40	40	11/23/25
PAINTED PONY LN	WHITNEY RANCH PKWY	WEST OAKS	2,601	10/26/22	38	28 - 37	35	35	12/14/30
PARK DR	ROSEVILLE BORDER	SUNSET BLVD	17,229	04/24/18	51	41 - 50	45	45	11/23/25
PARK DR	SUNSET BLVD	STANFORD RANCH RD	15,814	05/01/18	50	41 - 50	45	45	11/23/25
PARK DR	STANFORD RANCH RD	CREST DR	14,513	05/01/18	49	40 - 49	45	45	11/23/25
PARK DR	CREST DR	WHITNEY RANCH PKWY/WHITNEY OAKS DR	4,561	05/17/18	52	41 - 50	45	45	11/23/25
RANCH VIEW DR	WILDCAT BLVD	SPRING CREEK DR	9,478	07/03/18	40	31 - 40	35	35	11/23/25
RAWHIDE RD	MIDAS AVE	END	1,234	06/27/18	37	28 - 37	30	30	11/23/25
ROCKLIN RD	5TH	PACIFIC ST	3,435	06/21/18	35	24 - 33	25	30	11/23/25
ROCKLIN RD	PACIFIC ST	GRANITE DR	16,886	06/12/18	39	31 - 40	35	35	11/23/25
ROCKLIN RD	GRANITE DR	EL DON DR	28,532	06/21/18	46	37 - 46	40	40	11/23/25
ROCKLIN RD	EL DON DR	LOOMIS BORDER	11,616	05/22/18	46	36 - 45	40	40	11/23/25
SCARBOROUGH DR	SIERRA COLLEGE BLVD	ROSEVILLE BORDER	1,909	04/24/18	43	35 - 44	35	35	11/23/25
SCHRIBER WAY	SIERRA COLLEGE BLVD	LAKEPOINTE	3,622	06/26/18	37	29 - 38	30	30	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
SIERRA COLLEGE BLVD	LOOMIS	PLACER COUNTY	11,798	06/13/18	64	54 - 63	55	55	11/23/25
SIERRA COLLEGE BLVD	GRANITE DR	BASS PRO/DOMINGUEZ	11,789	06/21/18	47	36 - 45	40	40	11/23/25
SIERRA COLLEGE BLVD	BASS PRO/DOMINGUEZ	ROCKLIN RD	22,603	06/13/18	54	46 - 55	50	50	11/23/25
SIERRA COLLEGE BLVD	ROCKLIN RD	ROSEVILLE BORDER	21,845	06/21/18	56	45 - 54	50	50	11/23/25
SIERRA MEADOWS DR	PACIFIC ST	GRANITE DR	6,506	04/30/18	38	30 - 39	35	35	11/23/25
SOUTH GROVE ST	ROCKLIN RD	KANNASTO ST	1,723	11/21/22	30	22 - 31	25	25	12/14/30
SOUTH WHITNEY BLVD	SUNSET BLVD	FIVE STAR BLVD	5,488	04/20/18	36	27 - 36	30	30	11/23/25
SPRING CREEK DR	WHITNEY RANCH PKWY	RANCH VIEW DR	5,481	04/26/18	41	33 - 42	35	35	11/23/25
SPRINGVIEW DR	SPRINGVIEW MEADOWS	SUNSET BLVD	5,857	06/05/18	40	31 - 40	35	35	11/23/25
SPRINGVIEW DR	S WHITNEY BLVD	SPRINGVIEW MEADOWS	3,868	06/05/18	34	26 - 35	30	30	11/23/25
STANFORD RANCH RD	ROSEVILLE BORDER	PARK DR	17,414	05/15/18	47	39 - 48	40	40	11/23/25
STANFORD RANCH RD	PARK DR	W OAKS BLVD	15,228	05/02/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	HWY 65	BLUE OAKS BLVD	23,176	06/25/18	47	40 - 49	45	45	11/23/25
SUNSET BLVD	BLUE OAKS BLVD	PARK DR	23,176	04/18/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	PARK DR	STANFORD RANCH RD	21,100	04/17/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	STANFORD RANCH RD	WHITNEY BLVD	20,080	05/23/18	44	34 - 43	40	40	11/23/25
SUNSET BLVD	WHITNEY BLVD	PACIFIC ST	33,166	04/11/18	47	38 - 47	40	40	11/23/25
SUNSET BLVD	PACIFIC ST	WOODSIDE DR	2,917	04/11/18	37	27 - 36	30	30	11/23/25
TOPAZ AVE	SUNSET BLVD	WHITNEY	2,625	06/20/18	32	25 - 34	25	25	11/23/25
UNIVERSITY AVE	SUNSET BLVD	WHITNEY RANCH PKWY	1,242	11/17/22	44	35 - 44	40	40	12/14/30
UNIVERSITY AVE	WHITNEY RANCH PKWY	W RANCH VIEW DR	3,286	11/17/22	42	33 - 42	35	35	12/14/30
W OAKS BLVD	LONETREE BLVD	SUNSET BLVD	3,678	05/01/18	48	36 - 45	45	45	11/23/25
W OAKS BLVD	SUNSET BLVD	W STANFORD RANCH RD	6,951	05/01/18	52	43 - 52	45	45	11/23/25
W OAKS BLVD	STANFORD RANCH RD	HUNTER	3,649	05/18/18	44	37 - 46	40	40	11/23/25
W OAKS BLVD	HUNTER	PAINTED PONY LANE	3,649	06/28/18	42	31 - 40	35	35	11/23/25
W RANCH VIEW DR	WILDCAT BLVD	END	2,247	08/14/18	41	33 - 42	25	35	11/23/25
W STANFORD RANCH RD	SUNSET BLVD	W OAKS BLVD	16,692	04/26/18	49	41 - 50	45	45	11/23/25
WHITNEY BLVD	CREST DR	MIDAS AVE	11,106	05/02/18	36	29 - 38	35	35	11/23/25
WHITNEY BLVD	MIDAS AVE	SUNSET BLVD	9,247	05/02/18	41	32 - 41	35	35	11/23/25
WHITNEY OAKS DR	WHITNEY RANCH PKWY	PARK DR	1,467	04/30/18	41	33 - 42	35	35	11/23/25
WHITNEY RANCH PKWY	HWY 65	WILDCAT BLVD	3,232	05/02/18	48	38 - 47	40	45	11/23/25
WHITNEY RANCH PKWY	WILDCAT BLVD	PAINTED PONY LANE	3,232	05/01/18	52	43 - 52	40	45	11/23/25
WHITNEY RANCH PKWY	PAINTED PONY LANE	RANCH VIEW DR	2,192	10/28/22	41	31 - 40	35	35	12/14/30
WHITNEY RANCH PKWY	RANCH VIEW DR	WHITNEY OAKS DR	1,453	10/28/22	41	32 - 41	35	35	12/14/30
WILDCAT BLVD	W STANFORD RANCH RD	LINCOLN BORDER	10,206	04/26/18	47	38 - 47	45	45	11/23/25
WOODSIDE DR	PACIFIC ST	LOST AVE	1,669	04/20/18	35	27 - 36	30	30	11/23/25
WYCKFORD BLVD	PARK DR	STRATTON CT	5,626	04/30/18	40	29 - 38	35	35	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

3RD STREET
Sunset Blvd. to Farron St.

DESCRIPTION/LOCATION

This section of 3rd Street is a residential collector roadway. It is part of the safe routes to schools program and is used by children walking to Springview Middle School, and to Johnson-Springview Park, which is a large community park. There are frequent events at the park which greatly increase pedestrian, bicycle, and motor vehicle volumes. There is high density residential near Sunset Boulevard which generates a moderate amount pedestrian volume that utilizes 3rd Street.

COLLISIONS

A total of five accidents have been recorded between 2015 and 2017. Two of those accidents were reported in 2015, two were in 2016, and one was in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on 3rd St. between Sunset Blvd. and Farron St. is 36 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

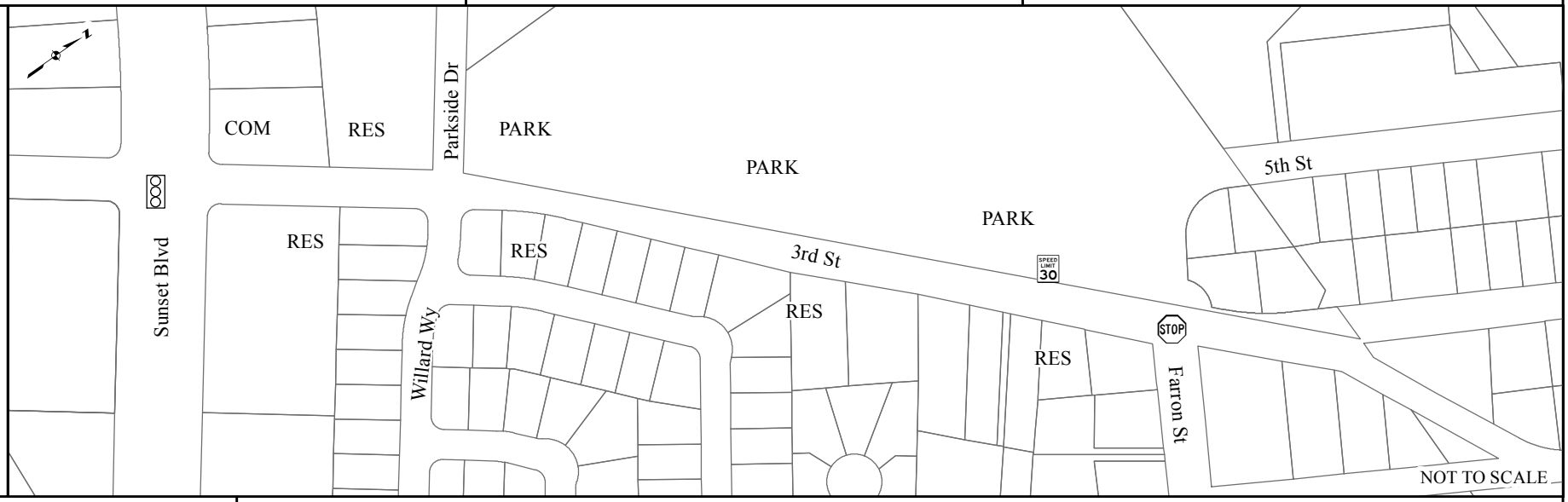
Speed Zone Survey

Road Name:

3rd St.

Sunset Blvd. to Farron St.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	4834
Divider Type	Non-retrroreflective yellow markers
Critical Speed	36
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	2	1

Comments:
Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: 3rd street **Location:** Pole 226

Segment: Sunset - Farron

Length: 0.28 Miles **Direction:** both

SPEED SURVEY

Date: 07/05/2018 **Day:** Thursday **Time:** 9:06am - 9:57am

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42		0
41		0
40	1	1
39	1	1
38	1 1 1	3
37	1 1 1	3
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1	6
34	1 1 1	3
33	1 1 1 1 1 1 1 1 1 1	10
32	1 1 1 1 1 1 1 1	8
31	1 1 1 1 1 1 1 1 1 1 1 1 1	13
30	1 1 1 1	4
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1 1	7
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1	5
25	1 1 1	3
24	1	1
23	1 1	2
22	1 1 1	3
21	1 1 1	3
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	30	MPH
85th %:	36	MPH
Average:	31	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	0
INJURY	0	0	2
FATAL	0	0	0
TOTAL	2	2	1

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, no recovery area, 47 feet wide, nonretroreflective yellow markers median

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

5TH STREET
Midas Avenue to Third Street

DESCRIPTION/LOCATION

5th Street is a residential collector that indirectly connects Sunset Boulevard and Midas Avenue. It serves the existing residential areas, a major community park, community center and a junior high school. Because of the geographic location of the park and school, many students walk to and from these locations. There is driveway access to many residential homes on both sides of the roadway. Fifth Street also contains Parking lanes and a class II bikeway.

COLLISIONS

Accident records show that there were five collisions on Fifth St. from 2015 to 2017. Three were in 2015, one in 2016, and another in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Fifth St. is 32 MPH. It is recommended that the speed limit remain at 25 MPH. The 5 MPH reduction below the 85th percentile is supported by this roadway's residential density as well as its high pedestrian volume near Johnson-Springview Park and Springview Middle School.

ROCKLIN
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Traffic Engineering and Speed Map

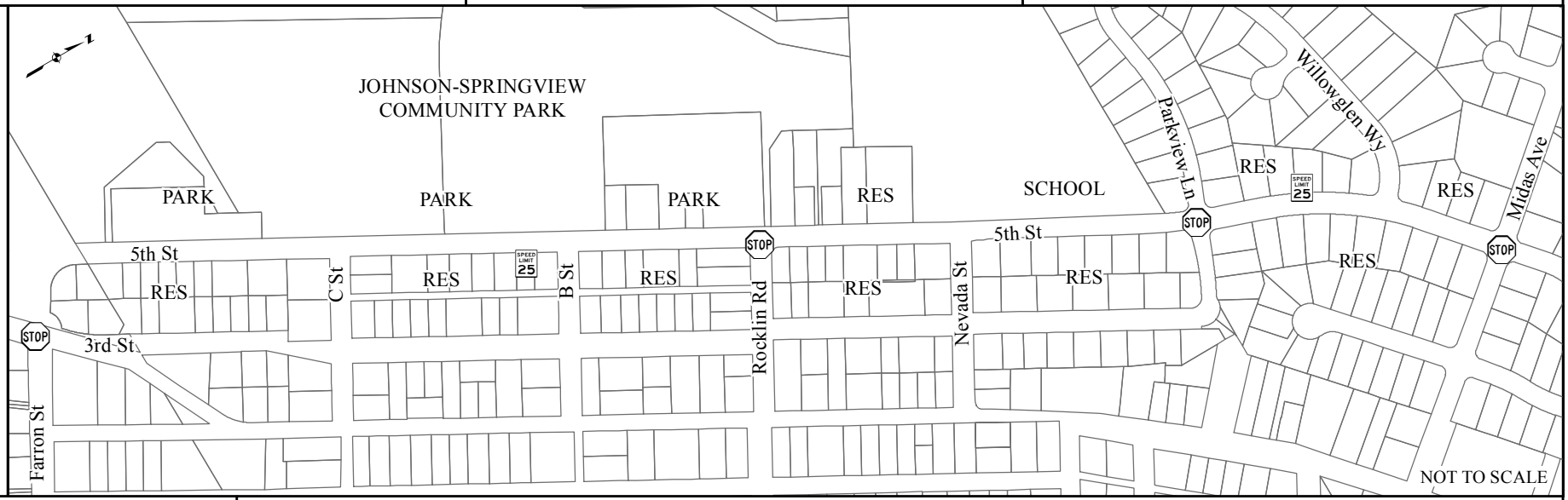
Speed Zone Survey

Road Name:

5th St.

Midas Ave. to 3rd St.

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	2346
Divider Type	Painted
Critical Speed	32
Pace Speed	25 - 34
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
3	1	1

Comments:

Class II bikeway on both sides of road.
High pedestrian volume due to park and middle school.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: 5th Street **Location:** 5th and Parkview / 5th and Rocklin

Segment: Midas - 3rd

Length: 0.82 Miles **Direction:** both

SPEED SURVEY *Survey No.*

Date: 05/15/2018 **Day:** Tuesday **Time:** 10:20AM - 12:30PM

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1	1
38		0
37	1 1	2
36	1	1
35	1	1
34	1	1
33	1 1 1 1 1 1	6
32	1 1 1	3
31	1 1 1 1 1	5
30	1 1 1 1 1 1	6
29	1 1 1 1 1 1 1 1 1 1	10
28	1 1 1 1 1 1	6
27	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
26	1 1 1 1 1 1 1 1 1 1 1 1 1	13
25	1 1 1 1 1 1 1 1 1 1 1 1 1	13
24	1 1 1 1 1	5
23	1 1	2
22	1 1 1 1 1	5
21	1 1 1 1	4
20	1	1
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	28	MPH
Pace:	25 - 34	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	0

ROADWAY CONDITIONS

Two lane road, bike lane on both sides, loading and unloading zone infront of Springview Middle School

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

AGUILAR ROAD
Rocklin Road to Greenbrae Road

DESCRIPTION/LOCATION

Aguilar Road is a residential collector that runs north-south from Rocklin Road to Greenbrae Road. Aguilar road connects a medium density residential area to Rocklin Road which is a minor arterial. Aguilar road is a narrow two lane road with no striping, curb or gutter.
It is bound by a signalized intersection at Rocklin Road, and ends with a stop sign at Greenbrae Road. There are three intersecting streets, two of which are being controlled by stop signs.

COLLISIONS

Accident records show that there were a total of three accidents from 2015 to 2017. There were two accidents in 2015, one in 2016 and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Aguilar Rd. is 32 MPH. It is recommended that the speed limit remain at 25 MPH. The 5 MPH reduction is supported by this roadway's residential density, and geometry of the road.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Aguilar Rd

Rocklin Rd. to Greenbrae Rd.

Strip Map



Roadway Width	26'
Number of Lanes	2
ADT	2993
Divider Type	No Center Median
Critical Speed	32
Pace Speed	26 - 35
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	

Collision History:

2015	2016	2017
2	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X	Moderate Traffic Volume	X
School Site Access				Heavy Traffic Volume	

Street: Aguilar **Location:** Arrowhead

Segment: Rocklin - Greenbrae

Length: 0.5 Miles **Direction:** both

SPEED SURVEY

Date: 07/02/2018 **Day:** Monday **Time:** 11:40am - 12:50pm

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38	1	1
37	1 1	2
36	1	1
35	1 1 1	3
34	1 1 1	3
33	1 1 1 1 1	5
32	1 1 1 1	4
31	1 1 1	3
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1 1 1 1	8
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1 1 1 1 1 1 1	9
26	1 1 1 1 1 1 1 1 1 1 1	11
25	1 1 1 1 1 1 1 1 1 1 1 1 1	13
24	1 1 1 1 1 1	6
23	1 1 1 1 1 1	6
22	1 1 1	3
21	1 1	2
20	1 1	2
19	1 1	2
18		0
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	27	MPH
Pace:	23 - 32	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	1	0

ROADWAY CONDITIONS

One travel lane is on each side; each travel lane is 12.1' wide. One bike lane is on each side; each bike lane is 3.5' wide. The distance from curb to bike lane on each side is 6.3'.

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

AMERICANA WAY
Pacific Street to Delmar Avenue

DESCRIPTION/LOCATION

Americana Way is a local, residential road which connects to Pacific Street "Minor Arterial" to Delmar Avenue "Minor Collector". It is a 2 lane road with parking on both sides. There are no bike lanes and the street is lined with medium density residences with driveway access.

There is no recovery area on Americana Way and the street is bound by curb and gutter on both sides.

COLLISIONS

Accident records show that there were zero collisions on Americana Way from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Americana Way is 31 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

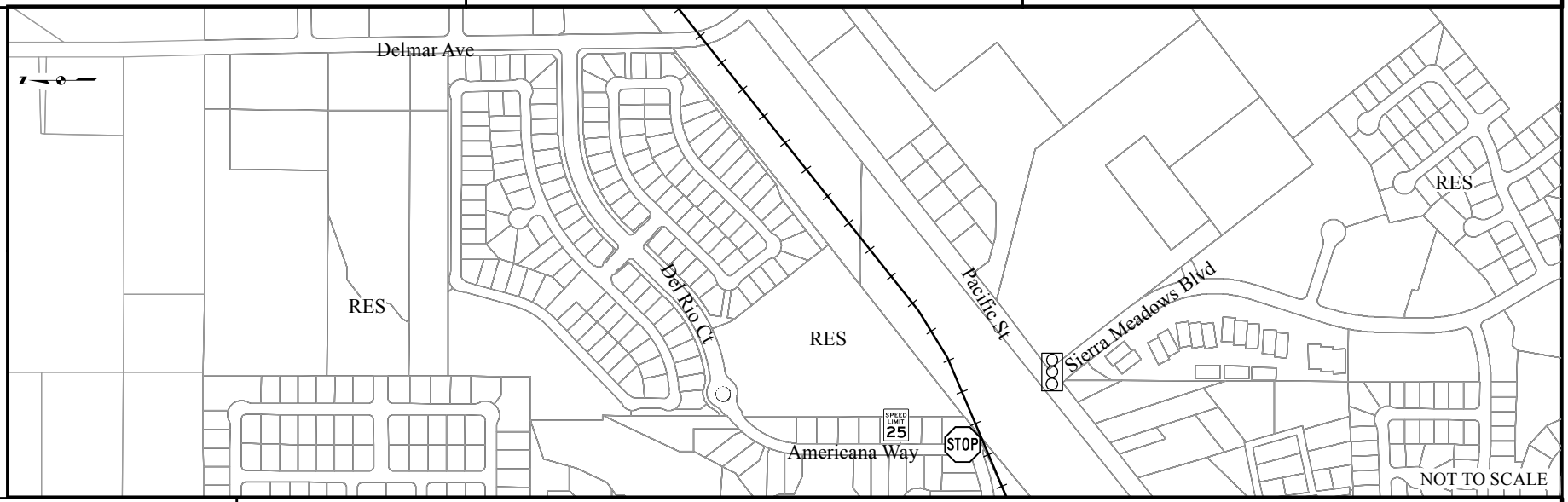
Speed Zone Survey

Road Name:

Americana Way

Independence Pl. to Delmar Ave.

Strip Map



Roadway Width	34'
Number of Lanes	2
ADT	653
Divider Type	No Center Median
Critical Speed	31
Pace Speed	22 - 31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Americana Way **Location:** 4247 Americana way

Segment: Pacific St. - Delmar Ave.

Length: 0.58 Miles **Direction:** both

SPEED SURVEY

Date: 07/13/2018 & 07/17/2018 **Day:** Friday/Tues day **Time:** 1:00pm-2:39pm / 9:34am - 10:18am

Weather: Sunny **Observer:** **Ali/Nick/Long**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41	1 1	2
40		0
39		0
38	1	1
37		0
36		0
35	1 1	2
34	1 1 1	3
33	1 1 1	3
32	1 1 1 1 1	5
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1	5
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1 1 1 1 1 1 1 1 1 1 1	13
26	1 1 1 1 1 1 1 1 1 1 1	11
25	1 1 1 1 1 1 1 1 1 1 1 1	12
24	1 1 1 1 1 1 1	7
23	1 1 1	3
22	1 1 1 1 1 1 1	7
21	1 1 1	3
20	1 1 1	3
19	1 1	2
18	1 1	2
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**111**

SPEED DATA

Posted:	**25**	**MPH**
85th %:	**31**	**MPH**
Average:	**27**	**MPH**
Pace:	**22 - 31**	**MPH**

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 lane road, parking on both sides, no bike lane no recovery area, no center median, 36 feet wide

DECLARED SPEED LIMIT: 25 **MPH**

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ARGONAUT AVENUE
Midas Avenue to End

DESCRIPTION/LOCATION

Argonaut Avenue is a two-lane, east-west major residential collector that terminates at Yankee Hill Road. Argonaut Avenue, east of Midas Avenue is 52 feet wide with bike lanes and 8 foot parking lanes. Argonaut Avenue is fronted with homes and varies in width, with many intersecting streets of medium residential density. This segment of roadway is a designated bikeway per the city's general plan.

There is no recovery area on Argonaut Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were seven collisions on Argonaut Ave. from Midas Ave. to End from 2015 to 2017. There were two accidents in 2015, two in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Argonaut Ave. between Midas Ave. and End is 37 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

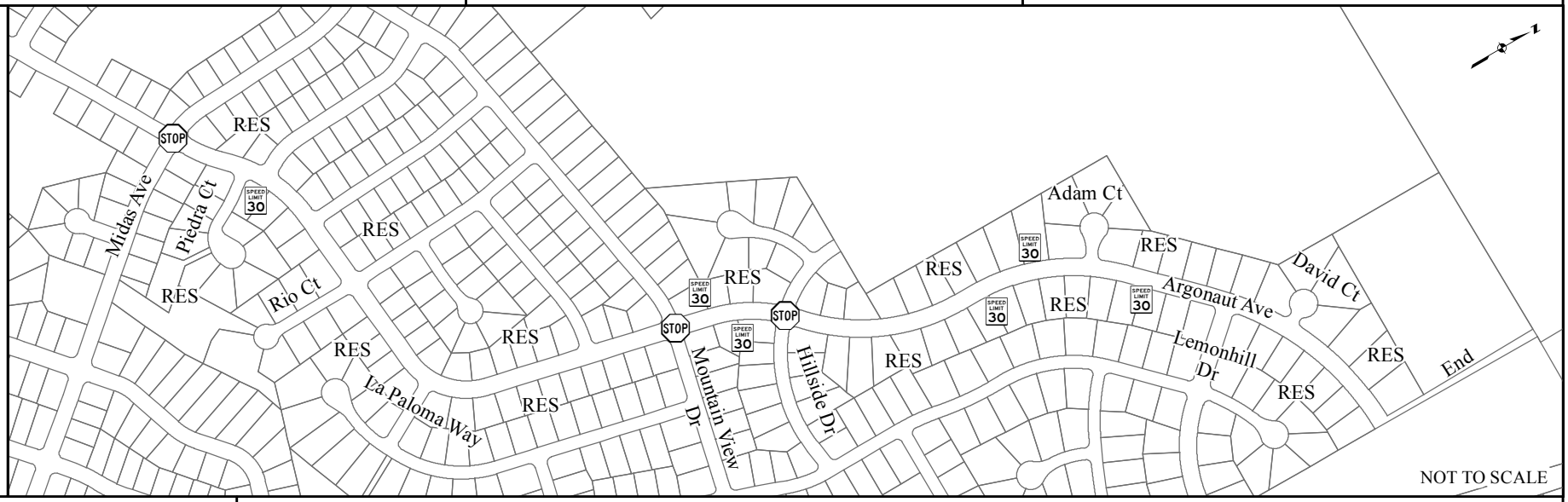
Speed Zone Survey

Road Name:

Argonaut Ave.

Midas Ave. to End

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	2438
Divider Type	Painted
Critical Speed	37
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
2	2	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Argonaut Ave. **Location:** 3570 Argonaut Ave.

Segment: From Midas Ave to End

Length: 0.93 Miles **Direction:** Both

SPEED SURVEY

Date: 06/25/2018 **Day:** Monday **Time:** 11:35-11:54 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
		0
		0
		0
		0
55		0
		0
		0
		0
		0
50		0
		0
		0
	1	1
		0
45		0
	1	1
	1 1 1	3
		0
	1	1
40	1	1
	1 1 1	3
	1 1 1	3
	1 1 1 1 1	5
	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1 1 1 1	9
	1 1 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
	1 1 1 1 1 1 1 1 1	9
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
	1 1 1 1 1 1 1	7
	1 1 1 1 1 1	6
		0
		0
25	1	1
	1	1
		0
		0
		0
20		0
		0
		0
		0
		0
15		0
		0
		0
		0
		0
10 or lower		0
	Total Number of Vehicles:	106

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	28-37	MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	2	2	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	2	3

ROADWAY CONDITIONS

One travel lane is on each side; each travel lane is 13.0' wide. One bike lane is on each side; each bike lane is 4.6' wide. One parking lane is on each side; each parking lane is 7.5' wide.

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

ARGONAUT AVENUE
Whitney Boulevard to Midas Avenue

DESCRIPTION/LOCATION

This section of Argonaut Avenue is a two-lane, east-west major residential collector from Whitney Boulevard to Midas Avenue. Argonaut Avenue runs from Yankee Hill Road westerly to Whitney Boulevard and becomes Topaz Avenue west of Whitney Boulevard. Argonaut Avenue is fronted with homes of medium residential density and varies in width. Parking is permitted on both sides of Argonaut Avenue between Whitney Boulevard and Midas Avenue. There is a painted fog line to delineate the roadway and available parking. This stretch of roadway is a designated bikeway per the city's general plan.

There is no recovery area on Argonaut Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were nine collisions on Argonaut Ave. from 2015 to 2017.Two accidents were in 2015, four in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Argonaut Ave. between Whitney Blvd. and Midas Ave. is 37 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

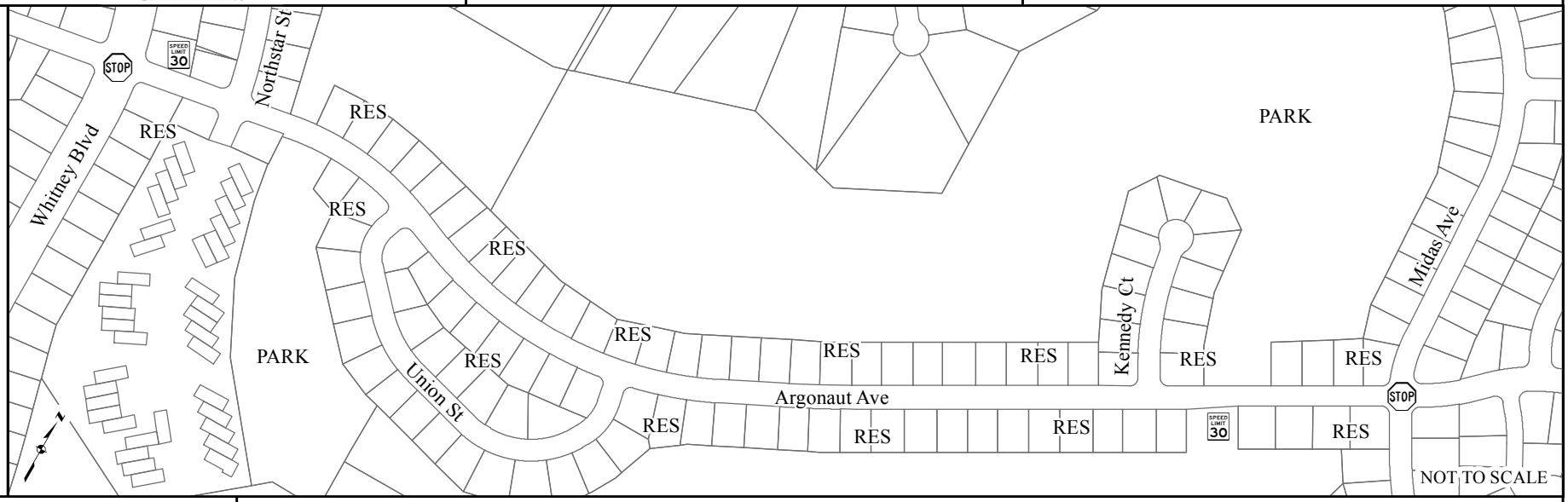
Speed Zone Survey

Road Name:

Argonaut Ave.

Whitney Blvd. to Midas Ave.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	5726
Divider Type	Painted
Critical Speed	37
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
2	2	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		
Moderate Traffic Volume	☐		
Heavy Traffic Volume	☐		

Street: Argonaut **Location:** Kennedy Ct - Union Ct

Segment: Whitney - Midas

Length: 0.66 **Direction:** both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 9AM - 10AM

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41	1 1	2
40	1 1	2
39	1 1 1 1	4
38	1	1
37	1 1 1 1 1	5
36	1 1 1 1 1 1 1 1 1	9
35	1 1 1 1 1 1 1 1 1 1 1 1	12
34	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1	10
31	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
30	1 1 1 1 1 1 1 1 1	9
29	1 1 1 1 1 1 1 1 1 1 1 1 1	13
28	1 1 1 1 1 1 1 1	8
27	1 1	2
26		0
25		0
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	114

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	28 - 37	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	2	0

ROADWAY CONDITIONS

One lane in each direction with no center divider. Street parking on both sides, sidewalks in both directions no bike lanes.

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ATHERTON ROAD
Sunset Boulevard to Lonetree Boulevard

DESCRIPTION/LOCATION

Atherton Road. is a two lane road that is a collector for businesses of light industrial use. It is curvilinear and runs from Sunset Boulevard to Lonetree Boulevard. Throughout both sides of the street there is parking but no bike lanes. From Sunset Boulevard to Menlo Drive there is a raised landscape median and from Menlo Drive to Lonetree Boulevard. There is no center median or lane marking.

There is no recovery area on Atherton Rd. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

There were a total of eight accidents from 2015 to 2017. There were three accidents in 2015, three in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Atherton Rd. between Sunset Blvd. and Lonetree Blvd. is 32 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

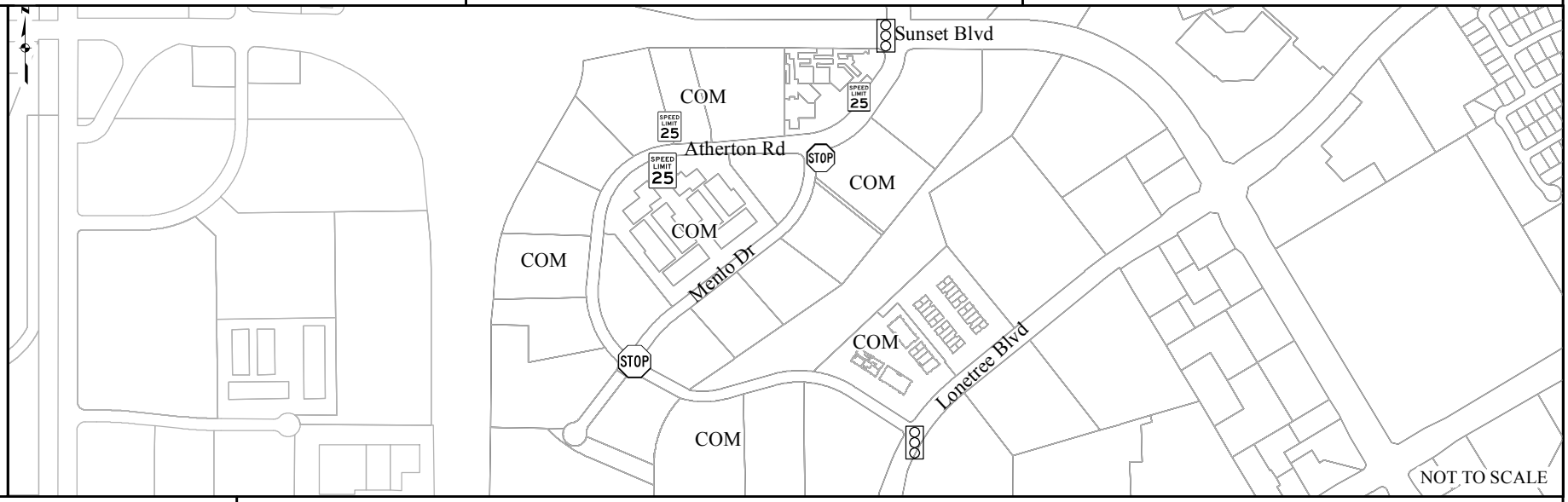
Speed Zone Survey

Road Name:

Atherton Rd.

Sunset Blvd. to Lonetree Blvd.

Strip Map



Roadway Width	42'
Number of Lanes	2
ADT	1779
Divider Type	No Center Median
Critical Speed	32
Pace Speed	23 - 32
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
3	3	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Atherton **Location:** Integra Realty Resources

Segment: Sunset - Lonetree

Length: 0.82 Miles **Direction:** both

SPEED SURVEY

Date: 06/27/2018 **Day:** Wednesday **Time:** 1:50pm - 2:53pm

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1	1
38	1 1	2
37		0
36	1 1	2
35	1 1	2
34	1 1 1 1	4
33	1 1 1	3
32	1 1 1 1 1 1	6
31	1 1 1 1 1	5
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1	5
28	1 1 1 1 1 1 1 1 1 1 1 1 1	13
27	1 1 1 1 1	5
26	1 1 1 1 1 1 1 1 1 1 1 1	12
25	1 1 1 1 1 1 1	7
24	1 1 1 1 1 1 1 1 1	9
23	1 1 1 1 1 1 1 1 1 1	10
22	1	1
21	1 1 1	3
20	1 1 1 1	4
19		0
18	1	1
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	27	MPH
Pace:	23 -32	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	1	0
FATAL	0	0	0
TOTAL	3	3	2

ROADWAY CONDITIONS

2 Lane road, parking on both sides, no center median, no bike lane, no recovery area, 45 feet wide

DECLARED SPEED LIMIT: 25 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

BLUE OAKS BOULEVARD
City of Roseville Limit to Sunset Boulevard

DESCRIPTION/LOCATION

Blue Oaks Boulevard is a four lane minor arterial. The roadway runs north-south from the City of Roseville limit to Sunset Boulevard. Parking is restricted on both sides of Blue Oaks Boulevard. There is a class II bike lane on both sides of the street. Significant traffic enters Blue Oaks Boulevard from adjacent elementary schools during pick-up and drop-off times. There is a mixture of land use adjacent to Blue Oaks Boulevard. Nearest to the Roseville border there is retail commercial land use, then transitioning into medium density housing. In addition to medium density housing there is high density housing nearest to the Roseville border and at the intersection of Sunset and Blue Oaks Boulevard. The abutting speed limit in the city of Roseville is 45 MPH.

There is no recovery area on Blue Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were fourteen collisions on Blue Oaks Blvd. from 2015 to 2017. There were six accidents in 2015, six in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Blue Oaks Blvd. between Sunset Blvd. and the Roseville City Limit is 48 MPH. It is recommended that the speed limit remains 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

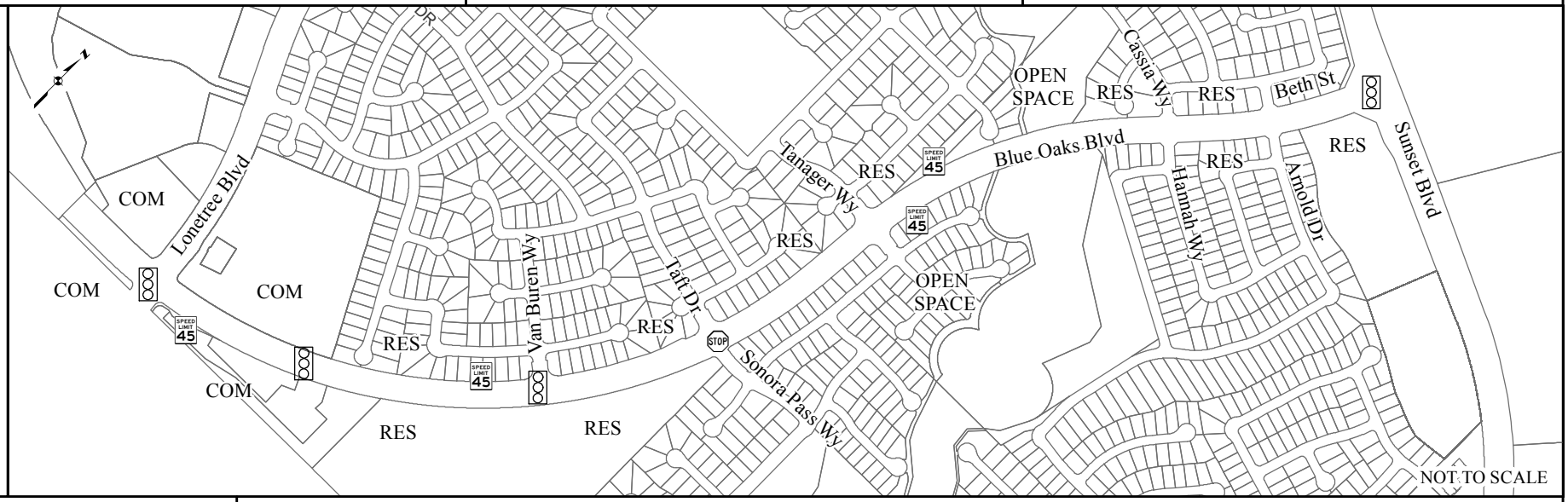
Speed Zone Survey

Road Name:

Blue Oaks Blvd.

Sunset Blvd. to Roseville Border

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	35,981
Divider Type	Raised Landscaped
Critical Speed	48
Pace Speed	39 - 48
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
6	2	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Blue Oaks **Location:** Westmeath

Segment: Sunset - City Limit

Length: 1.35 mi **Direction:** Both

SPEED SURVEY

Date: 04/18/2018 **Day:** Wed **Time:** 1:50 P.M. - 2:20 P.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
	1 1	2
60		0
59		0
58		0
57		0
56	1	1
55	1	1
54		0
53	1	1
52		0
51	1 1	2
50	1 1 1 1 1	5
49	1	1
48	1 1 1 1 1 1 1 1 1 1	10
47	1 1 1 1 1 1	6
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1 1 1 1 1 1 1 1	13
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1	5
42	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1	8
39	1 1 1 1 1	5
38	1 1 1 1	4
37	1 1 1	3
36	1 1 1	3
35	1 1	2
34	1	1
33		0
32		0
31		0
30		0
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**114**

SPEED DATA

Posted:	45	MPH
85th %:	48	MPH
Average:	44	MPH
Pace:	39 - 48	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	9	12	9
INJURY	1	1	0
FATAL	0	0	0
TOTAL	6	2	2

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lane on both side, no recover area.

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

BRIDLEWOOD DRIVE
Wildcat Boulevard to Whitney Ranch Parkway

DESCRIPTION/LOCATION

Bridlewood Drive is a two-lane residential major collector street with class II bike lanes. It is curvilinear and connects Wildcat Boulevard and Whitney Ranch Parkway. Bridlewood Drive provides residential access to low and medium density housing, and access to an elementary school. Bridlewood also provides access to Fire Station 3 and Margaret Azevedo Community Park, which are located on Wildcat Boulevard near the West Stanford Ranch Road intersection.

There is no recovery area on Bridlewood Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were eight collisions on Bridlewood Dr. from 2015 to 2017. There were two accidents in 2015, four in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Bridlewood Dr. is 39 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

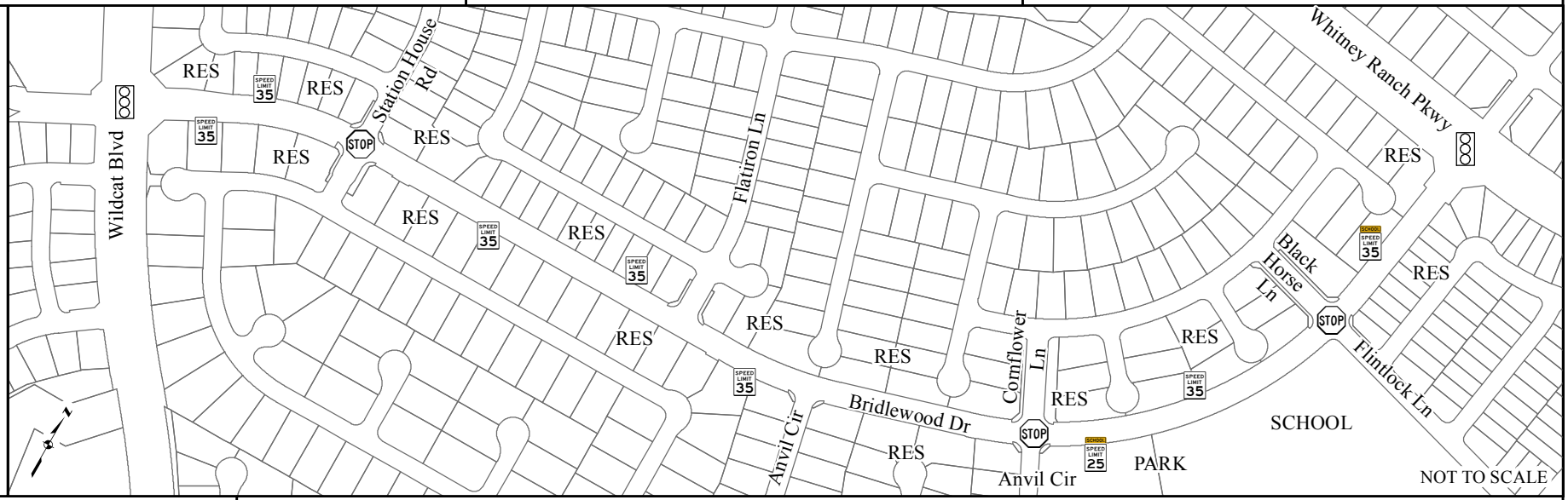
Speed Zone Survey

Road Name:

Bridlewood Dr.

Wildcat Blvd. to Whitney Ranch Pkwy.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	2347
Divider Type	Painted
Critical Speed	39
Pace Speed	29 - 38
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	4	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume

Heavy Traffic Volume

Street: Bridlewood **Location:** Flatiron Ln

Segment: Wildcat - Whitney Ranch

Length: .74 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 2:18pm - 3:01pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47	1 1	2
46		0
45	1 1	2
44	1 1	2
43	1 1 1 1	4
42	1	1
41	1 1	2
40	1 1	2
39	1 1	2
38	1 1 1 1 1 1 1	7
37	1 1 1 1	4
36	1 1 1 1 1 1	6
35	1 1	2
34	1 1 1 1 1 1 1 1 1 1 1 1	12
33	1 1 1 1 1 1 1 1 1	9
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1 1 1 1	8
28	1 1	2
27	1 1 1	3
26	1 1 1	3
25		0
24		0
23	1	1
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	111

SPEED DATA

Posted:	35	MPH
85th %:	39	MPH
Average:	34	MPH
Pace:	29 - 38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	4	2

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 40 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CASA GRANDE AVENUE
Fairway Drive to Lincoln Avenue

DESCRIPTION/LOCATION

Casa Grande Avenue is a local residential road that is curvilinear and runs from Fairway Drive to Lincoln Avenue. This street provides access to medium density housing, and a small park. The street is lined with residential homes and there is parking on both sides of the street.

There are no bike lanes on either side of the street with no recovery area. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were two collisions on Casa Grande Ave. from 2015 to 2017. There was one accident in 2015, zero in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Casa Grande Ave. is 31 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

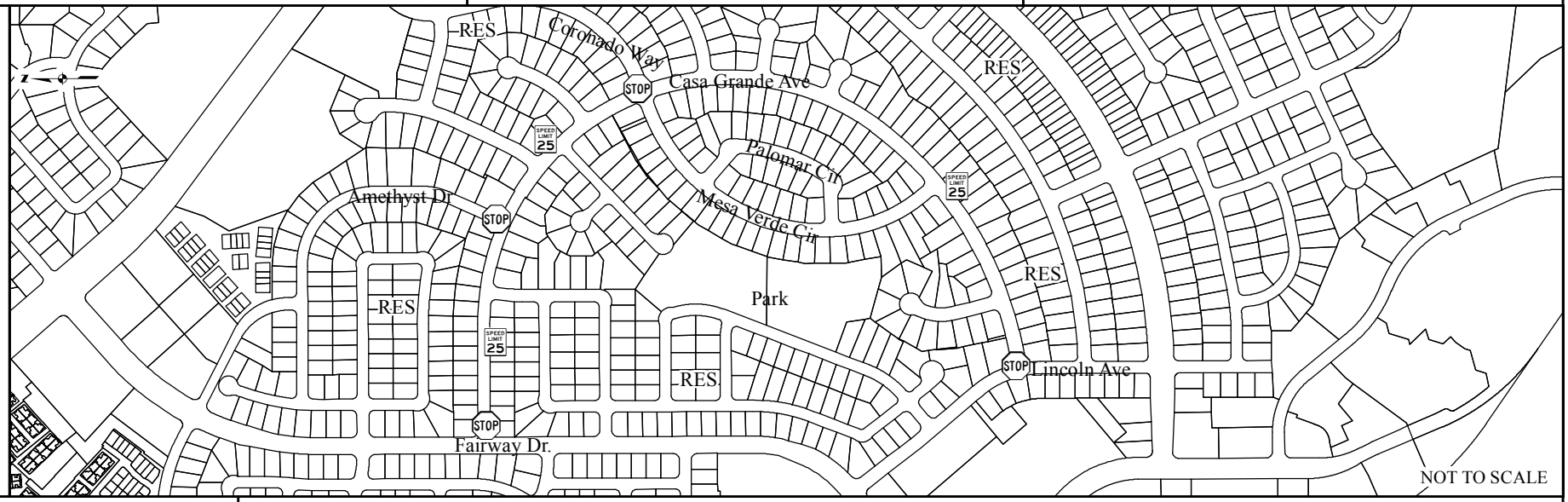
Speed Zone Survey

Road Name:

Casa Grande Ave

Fairway Dr. to Lincoln Ave

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	5450
Divider Type	Painted
Critical Speed	31
Pace Speed	22 - 31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
1	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area RES	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Casa Grande **Location:** 5725 Casa Grande

Segment: Fairway Dr - Lincoln Ave

Length: 0.72 Miles **Direction:** both

SPEED SURVEY

Date: 6/27/2018 & 6/28/2018 **Day:** Wednesday & Thursday **Time:** 8:42am - 9:42am & 12:34pm - 3:10pm & 9:34am - 9:51am

Weather: Sunny **Observer:** Ali/Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37	1	1
36		0
35	1 1 1	3
34	1	1
33	1 1	2
32	1 1 1 1	4
31	1 1 1 1 1 1 1	7
30	1 1 1 1	4
29	1 1 1 1 1 1 1 1 1 1 1	11
28	1 1 1 1 1 1 1 1 1 1	10
27	1 1 1 1 1 1 1	7
26	1 1 1 1 1 1 1 1 1 1 1 1	12
25	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
24	1 1 1 1 1	5
23	1 1 1	3
22	1 1 1 1 1 1	6
21	1 1	2
20	1 1	2
19	1	1
18	1 1	2
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower	1	1
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	25	MPH
85th %:	31	MPH
Average:	27	MPH
Pace:	22 - 31	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	1

ROADWAY CONDITIONS

One travel lane is on each side; each travel lane is 20.2' wide. No bike lane no recovery area, parking on both sides of street

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CHINA GARDEN ROAD
Aguilar Road to End

DESCRIPTION/LOCATION

China Garden Road is a two-lane major collector that runs north-south beginning at Aguilar Road and ending approximately 400 feet south of the Rustic Hills subdivision. China Garden Road runs parallel with Interstate 80. This roadway serves a combination of low and medium density housing with one commercial retailer.

China Garden Road has very little recovery area on the west. The eastbound lane may accommodate errant vehicles without being forced into the existing fences. The eastbound lane is bound by curb, gutter and sidewalk while the westbound is not bound by curb, gutter and sidewalk.

COLLISIONS

Accident records show that there were zero (0) collisions on China Garden Rd. from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on China Garden Rd. is 49 MPH. It is recommended that the speed limit remains 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

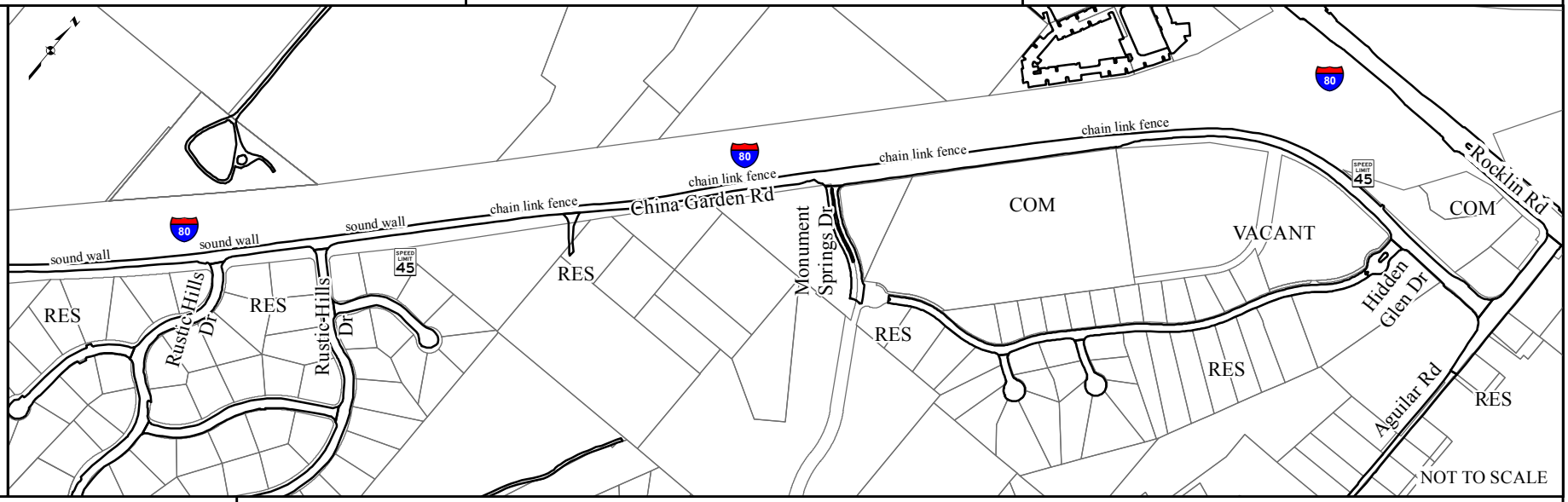
Speed Zone Survey

Road Name:

China Garden Rd.

Aguilar Rd. to End

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1170
Divider Type	Painted
Critical Speed	49
Pace Speed	38 - 47
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☐

Collision History:

2015	2016	2017
0	0	0

Comments:

Some Recovery Area	☒	No Recovery Area	☐
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: CHINA GARDEN RD. **Location:** STREETLIGHT #C3538

Segment: AGUILAR RD TO END

Length: 1.10 miles **Direction:** both

SPEED SURVEY

Date: 05/30/2018 **Day:** Wednesday **Time:** 12 pm - 2:25 pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57	1	1
56	1	1
55	1	1
54	1	1
53		0
52		0
51	1 1	2
50	1 1 1 1	4
49	1 1 1 1 1	5
48	1 1	2
47	1 1 1 1 1	5
46	1 1 1	3
45	1 1 1 1 1 1 1 1 1	9
44	1 1 1 1 1 1 1	7
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1	5
41	1 1 1 1 1	5
40	1 1 1 1 1 1 1	7
39	1 1 1 1 1 1	6
38	1 1 1 1	4
37	1	1
36	1 1 1 1 1 1	6
35	1 1 1 1	4
34	1 1	2
33	1	1
32	1 1 1 1	4
31	1 1	2
30		0
29	1	1
28	1 1 1	3
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	45	MPH
85th %:	49	MPH
Average:	42	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 lane road with painted center median, no bike lane, recovery area on one side, 54 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CLOVER VALLEY ROAD
Midas Avenue to Rawhide Road

DESCRIPTION/LOCATION

Clover Valley Road. is a two-lane residential collector street that runs north-south starting at Midas Avenue and ending at Rawhide Road. It provides residential access and serves both low and medium density housing, as well as access to a neighborhood park.

There is no recovery area on Clover Valley Road. It is bound by curb, gutter and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there was one collision on Clover Valley Rd. from 2015 to 2017. That collision occurred in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Clover Valley Rd. is 37 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

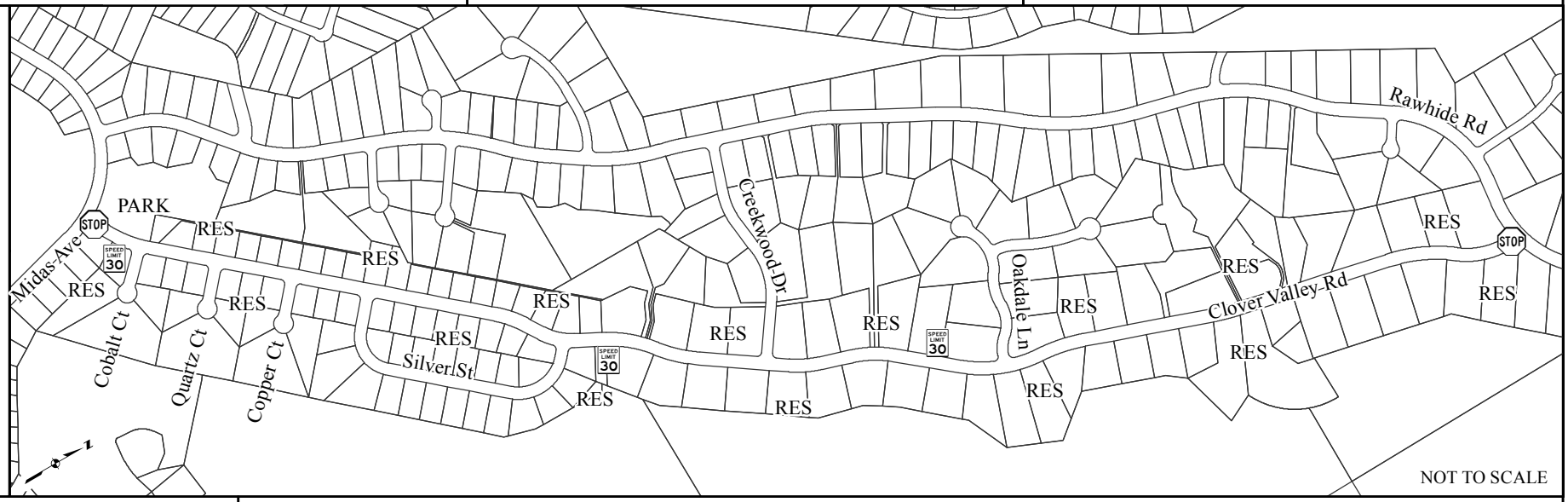
Speed Zone Survey

Road Name:

Clover Valley Rd.

Midas Ave. to Rawhide Rd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1257
Divider Type	Painted
Critical Speed	37
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	
Residence	X
Business	
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
0	0	1

Comments:

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: Clover Valley **Location:** Silver St. N-S

Segment: Midas - End

Length: 1.29 Miles **Direction:** Both

SPEED SURVEY

Date: 04/24/2018 **Day:** Tuesday **Time:** 2:35pm - 3:58pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47	1 1	2
46		0
45		0
44		0
43	1 1	2
42		0
41	1 1 1	3
40	1 1	2
39	1	1
38	1 1 1	3
37	1 1 1 1	4
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1 1 1 1 1 1 1	12
33	1 1 1 1	4
32	1 1 1 1 1	5
31	1 1 1 1 1 1 1	7
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1	6
27	1 1 1 1 1 1 1	7
26	1	1
25	1 1 1	3
24	1	1
23	1	1
22		0
21		0
20	1	1
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	1

ROADWAY CONDITIONS

2 travel lanes, painted median, no bike lanes, recovery area, 37 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CREST DRIVE
Stanford Ranch Road to Park Drive

DESCRIPTION/LOCATION

Crest Drive is a curvilinear, major collector connecting Stanford Ranch Road and Park Drive. Crest Drive provides access to a fire station, medium density housing, a park and an elementary school. Crest Drive could also be used to bypass traffic between two minor arterials; Stanford Ranch Road and Park Drive between Stanford Ranch Road and Park Drive there is an elementary school and high school within 0.4 square miles of each other. Therefore Crest will experience more traffic during school start and end times, and possibly be a route to avoid traffic. This area also has pedestrian and bicycle activity due to surrounding land use and destinations.

Crest Drive is bounded by curb, gutter and sidewalks on both sides. This street has no recovery area for errant vehicles.

COLLISIONS

Accident records show that there were twenty collisions on Crest Dr. from 2015 to 2017. There were eight accidents in 2015, five in 2016 and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Crest Dr. is 41 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

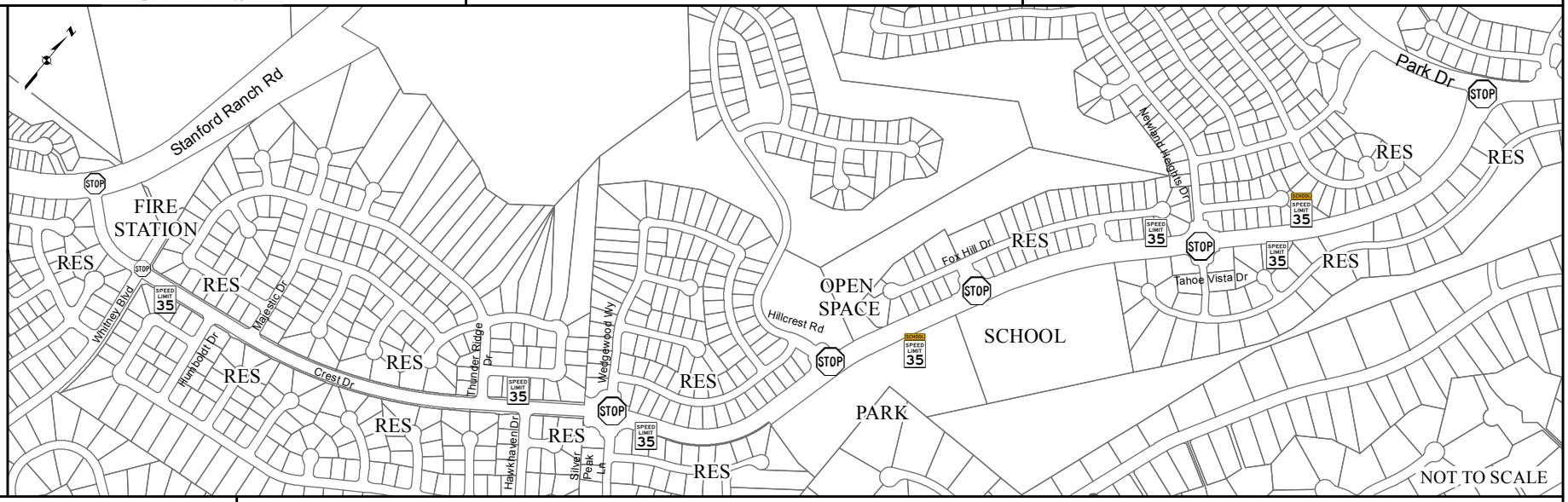
Speed Zone Survey

Road Name:

Crest Dr.

Stanford Ranch Rd. to Park Dr.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	11,790
Divider Type	Painted
Critical Speed	41
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
8	5	7

Comments:
Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume: X
Heavy Traffic Volume:

Street: Crest **Location:**

Segment: Stanford Ranch- park

Length: 1.54 mi **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 3:45 -4:05 PM

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49	1 1	2
48		0
47	1	1
46	1	1
45	1	1
44	1	1
43	1 1	2
42	1 1 1 1	4
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1 1 1 1 1 1 1 1 1 1 1 1	13
34	1 1 1	3
33	1 1 1	3
32	1 1 1 1 1 1 1 1 1 1 1	11
31	1 1	2
30	1	1
29	1 1	2
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	32-41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	7	0	2
INJURY	0	0	0
FATAL	0	0	0
TOTAL	8	5	7

ROADWAY CONDITIONS

6 travel alnes, with a landscaped median. Bike lanes on both sides with no recovery area.

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

DELMAR AVENUE
Pacific Street to Town of Loomis Border

DESCRIPTION/LOCATION

Delmar Avenue is a two-lane minor collector that runs north-south beginning at Pacific Street and ending at the Town of Loomis Border. This roadway serves a commercial/industrial area and has a quiet-zone-modified railroad crossing. It is signalized at the Pacific Avenue intersection.

There is no recovery area on Delmar Avenue It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on the east side of the street.

COLLISIONS

Accident records show that there was one collision on Del Mar Ave. from 2015 to 2017. That collision occurred in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Delmar Ave. is 41 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

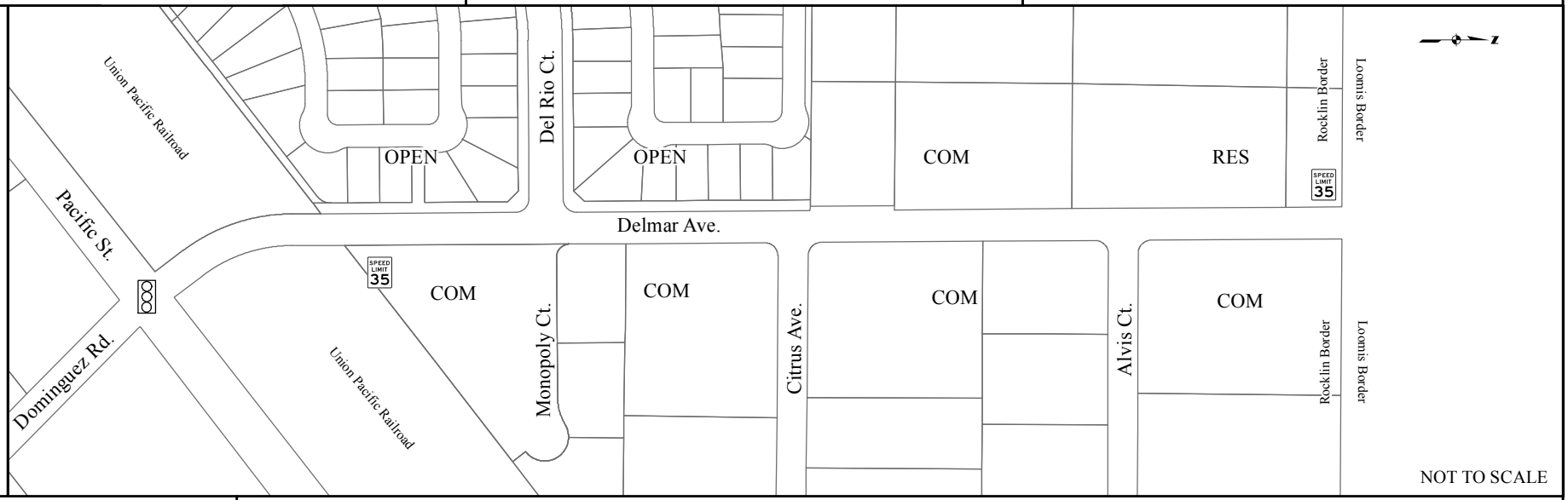
Speed Zone Survey

Road Name:

Delmar Ave.

Pacific St. to Loomis Border

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	3953
Divider Type	Painted
Critical Speed	41
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
0	0	1

Comments:

No parking on both sides of road

Some Recovery Area	☒	Moderate Traffic Volume	☐
School Site Access	☐	No Recovery Area ☐	Heavy Traffic Volume ☐

Street: Del Mar **Location:** Monopoly - Citrus

Segment: Pacific - City Limit

Length: 0.42 **Direction:** both

SPEED SURVEY

Date: 04/30/2018 **Day:** Mon **Time:** 2:44 P.M. - 3:15 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54	1	1
53		0
52	1	1
51		0
50		0
49		0
48	1	1
47	1	1
46	1	1
45	1	1
44	1 1	2
43		0
42	1 1	2
41	1 1 1 1 1 1 1	7
40	1 1 1 1 1 1 1	7
39	1 1 1 1	4
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
36	1 1 1 1 1 1 1 1 1	9
35	1 1 1 1 1 1 1 1 1 1	10
34	1 1 1 1 1 1	6
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1 1	7
31	1 1 1 1 1	5
30	1	1
29	1 1	2
28	1 1 1	3
27	1	1
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	1

ROADWAY CONDITIONS

2 travel lanes, 34' wide, painted divider, no recover area.

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

DOMINGUEZ ROAD
Pacific Street to Granite Drive

DESCRIPTION/LOCATION

Dominguez Road is a two-lane commercial/industrial major collector that runs north-south beginning at Pacific Street, a signalized intersection, and terminating at Granite Drive with a one-way stop control. This roadway has a railroad crossing, used by Union Pacific Railroad to access commercial areas, and several commercial driveways along the roadway.

Dominguez Road is generally a straight road, but has a large sweeping horizontal curve approximately half way down the road that decreases sight distance.

COLLISIONS

Accident records show that there were three collisions on Dominguez Rd. from 2015 to 2017. There were zero accidents in 2015, two accidents in 2016, and one accident in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Dominguez Rd. is 40 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

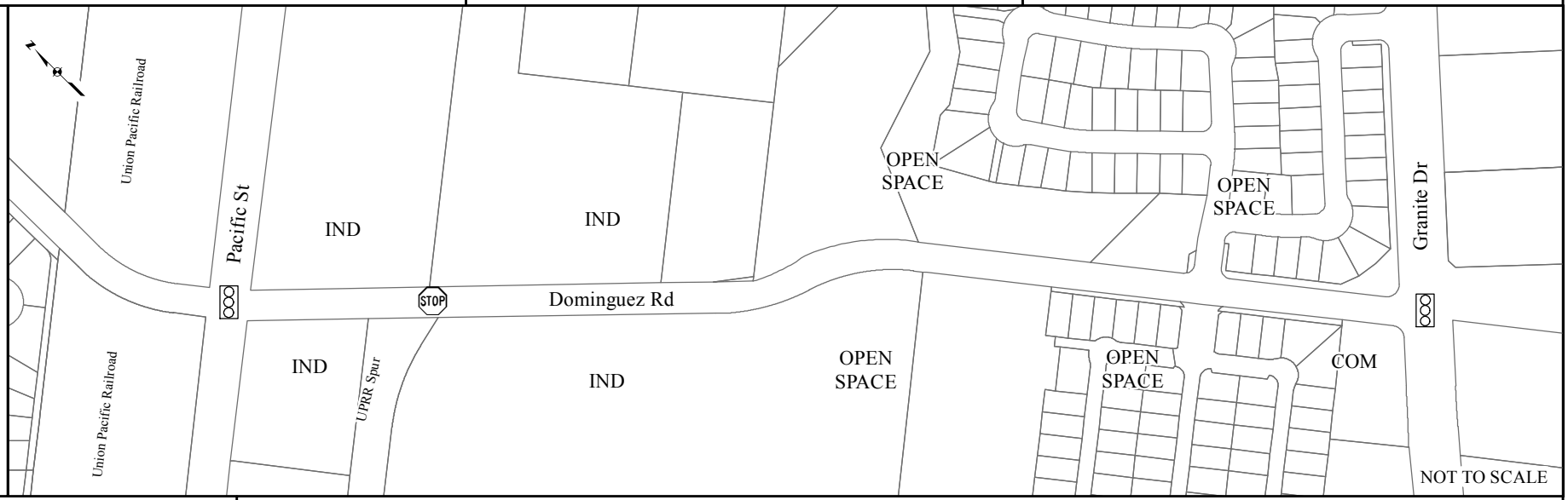
Speed Zone Survey

Road Name:

Dominguez Rd.

Pacific St. to Granite Dr.

Strip Map



Roadway Width	42'
Number of Lanes	2
ADT	3252
Divider Type	Painted
Critical Speed	40
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
0	2	1

Comments:

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: Dominguez **Location:** 4315 Dominguez Rd.

Segment: Pacific - Granite

Length: 0.45 mi **Direction:** both

SPEED SURVEY

Date: 04/23/2018 **Day:** Mon **Time:** 3:50 P.M. - 4:35 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48	1	1
47	1	1
46	1	1
45	1 1 1	3
44		0
43	1	1
42	1 1 1 1	4
41	1 1 1 1 1 1	6
40	1 1 1 1 1 1 1 1	8
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1	9
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1	6
31	1 1 1 1	4
30	1 1 1 1	4
29	1 1 1	3
28	1 1	2
27	1	1
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	117

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	36	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	2	1

ROADWAY CONDITIONS

2 travel lanes, 42' wide, painted divider, no recover area

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

EAST MIDAS AVENUE
Pacific Street to Grove Street

DESCRIPTION/LOCATION

East Midas Avenue is a minor collector that runs East-West from Pacific Street to Grove Street. This road provides access to retail commercial and medium density housing.

There is no recovery area on East Midas Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

East Midas Avenue is part of the California Road System approved by FHWA and must be surveyed in order to be compliant with that program.

COLLISIONS

Accident records show that there were four collisions on East Midas Avenue from 2020 to 2022. One collision occurred in 2020 and three occurred 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on East Midas Avenue is 28 MPH. It is recommended that the speed limit remain at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

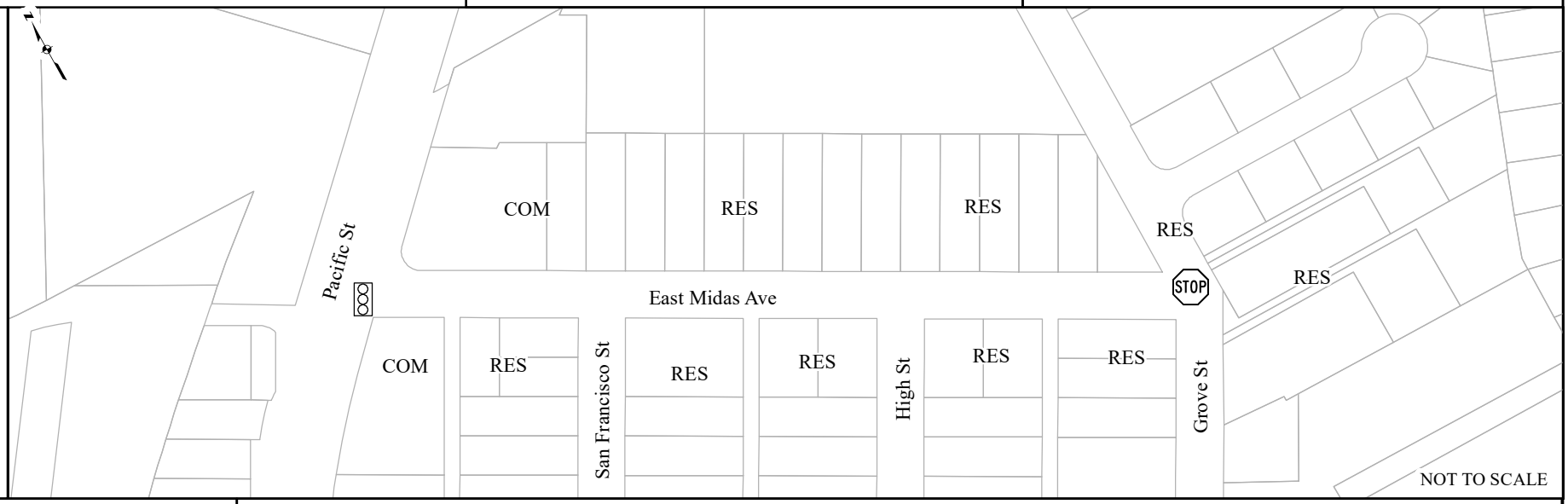
Speed Zone Survey

Road Name:

East Midas Ave.

Pacific St. to Grove St.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	2109
Divider Type	None
Critical Speed	28
Pace Speed	20-29
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☐

Collision History:

2020	2021	2022
1	0	3

Comments:
School bus route.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒
Heavy Traffic Volume ☐

Street: East Midas Avenue **Location:** High Street

Segment: Pacific Street - Grove Street

Length: 0.19 Miles **Direction:** Both

SPEED SURVEY

Date: 10/27/2022 **Day:** Thursday **Time:** 12:00pm - 12:45pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37	1	1
36		0
35		0
34	1 1	2
33		0
32	1 1 1	3
31	1 1	2
30	1 1 1	3
29	1 1	2
28	1 1 1 1 1	5
27	1 1 1 1 1 1 1 1 1 1	10
26	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
25	1 1 1 1 1 1 1 1	8
24	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	21
23	1 1 1 1 1 1 1	7
22	1 1 1 1 1 1 1 1	8
21	1 1 1 1 1 1 1 1	8
20	1 1 1 1 1	5
19		0
18	1 1	2
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	25	MPH
85th %:	28	MPH
Average:	25	MPH
Pace:	20-29	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	1	0	3
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	3

ROADWAY CONDITIONS

2 lane road, parking on both sides, no bike lane, no recovery area, no center median, 36 feet wide

DECLARED SPEED LIMIT: 25 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

EL DON DRIVE
Rocklin Road to Sierra College Boulevard

DESCRIPTION/LOCATION

El Don Drive is a curvilinear two-lane residential major collector that runs between Rocklin Road and Sierra College Boulevard. It is signalized at these two intersections. El Don Drive serves the surrounding residential properties south of Rocklin Road. Monte Verde Park is located on El Don Drive just south of Rocklin Road. Residents cross El Don Drive at Wildflower Lane to access this park. There are two areas on El Don Drive that are densely populated: the apartment complex at Sierra College Boulevard and the condominiums south of Monte Vista Park. El Don Drive south of Rocklin Road, in the area of Monte Vista Park, serves as on-street overflow parking for Sierra College, and contributes to large pedestrian volumes during school hours.

There is no recovery area on El Don Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were fourteen collisions on El Don Dr. from 2015 to 2017. There were 5 accidents in 2015, two accidents in 2016, and seven accidents in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on El Don Dr. is 32 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

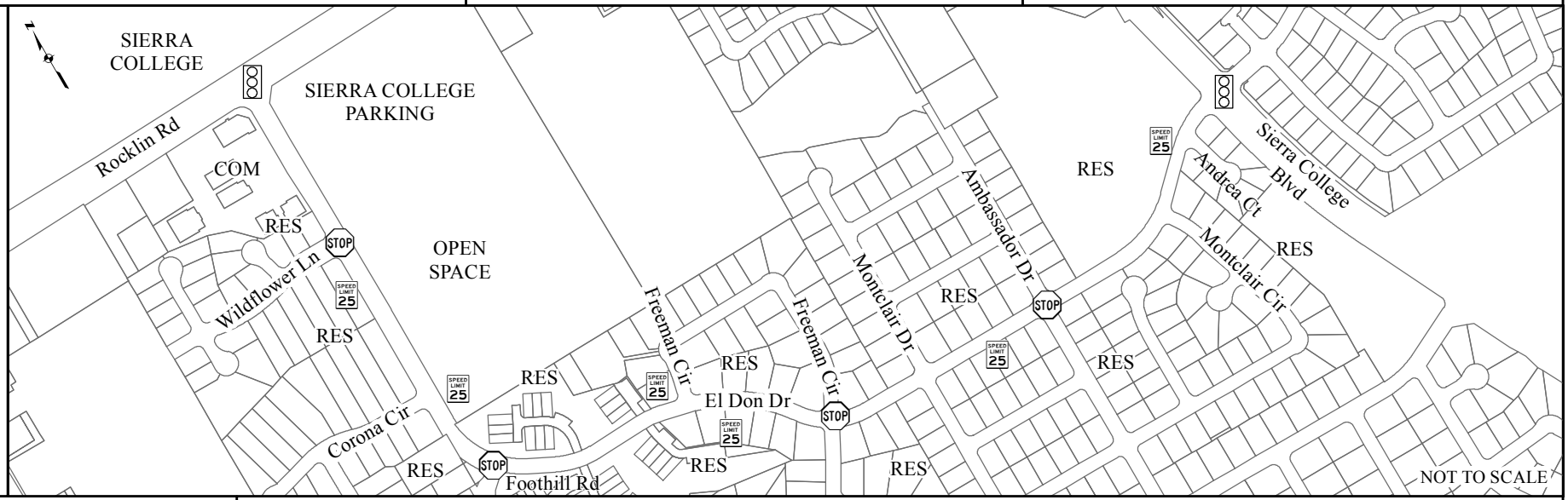
Speed Zone Survey

Road Name:

El Don Dr.

Rocklin Rd. to Sierra College Blvd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1220
Divider Type	Painted
Critical Speed	32
Pace Speed	24 - 33
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

- School ☐
- Residence ☒
- Business ☒
- Park ☐
- Open Space ☒
- Bikeway ☐

Collision History:

2015	2016	2017
5	2	7

Comments:

Parking on both sides of road.

- Some Recovery Area ☐
- School Site Access ☐
- No Recovery Area ☒
- Moderate Traffic Volume ☐
- Heavy Traffic Volume ☐

Street: El Don **Location:** 4916 El Don Dr

Segment: Rocklin Rd - Sierra College Blvd

Length: 0.84 Miles **Direction:** both

SPEED SURVEY

Date: 05/22/2018 **Day:** Tuesday **Time:** 1:10PM - 2:50PM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42		0
41		0
40		0
39	1	1
38		0
37		0
36	1	1
35	1 1 1 1	4
34	1 1	2
33	1 1 1 1 1	5
32	1 1	2
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1 1	11
29	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
28	1 1 1 1 1 1 1	7
27	1 1 1 1 1 1 1 1 1	9
26	1 1 1 1	4
25	1 1 1 1 1 1 1 1	8
24	1 1 1 1 1 1 1	7
23	1 1 1 1 1	5
22	1 1 1 1	4
21	1 1 1	3
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	28	MPH
Pace:	24 - 33	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	2
INJURY	0	0	1
FATAL	0	0	0
TOTAL	5	2	7

ROADWAY CONDITIONS

2 travel lanes, painted center median, no bike lanes, no recovery area, 37 feet wide

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

FAIRWAY DRIVE
Sunset Boulevard to Stanford Ranch Road

DESCRIPTION/LOCATION

Fairway Drive is a major collector that varies between two and four lanes and has a raised center divider near its intersections with Stanford Ranch Road and Sunset Boulevard. It varies in width between 45 feet and 70 feet. There is a daycare center located near the intersection of Sunset Boulevard and Fairway Drive. This center is relatively busy with a number students being dropped off or picked up by their parents at different hours of the day. A retail/commercial center is located at ends of Fairway Drive: one at Sunset Boulevard and one at Stanford Ranch Road. The abutting speed limit in the City of Roseville is 40 MPH.

The roadway is bound by curb, gutter, sidewalk and landscaping with a fence located five feet behind the sidewalk on each side of the road. Other fixed objects include street lights and traffic control signs located within the five foot landscaped area. Parking is not permitted due to the high traffic volume. The striping configuration and number of intersections prevent passing opportunities.

COLLISIONS

Accident records show that there were twenty-one collisions on Fairway Dr. from 2015 to 2017. There were four accidents in 2015, seven in 2016, and ten in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Fairway Dr. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

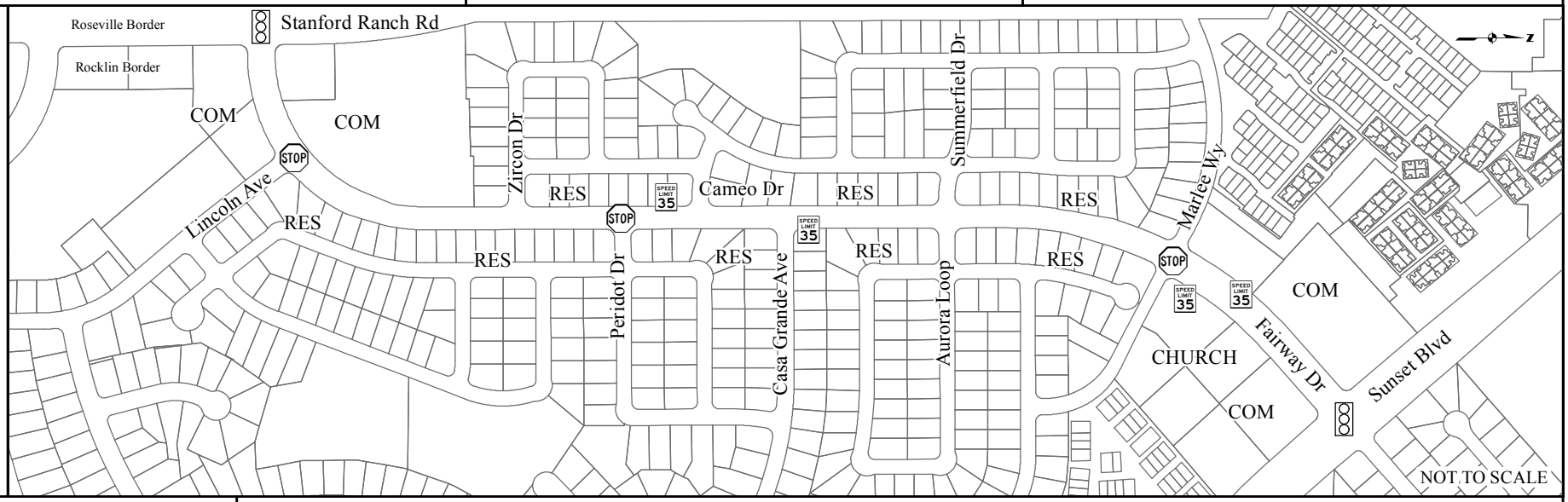
Speed Zone Survey

Road Name:

Fairway Dr.

Sunset Blvd. to Stanford Ranch Rd.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	9298
Divider Type	Painted
Critical Speed	40
Pace Speed	33 - 42
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
4	7	10

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Fairway **Location:** Summerfield / Casa Grande

Segment: Sunset - Stanford Ranch

Length: 0.73 mi **Direction:** both

SPEED SURVEY

Date: 04/23/2018 **Day:** Mon **Time:** 3:10 P.M. - 3:40 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48	1	1
47	1	1
46	1 1	2
45	1 1 1 1	4
44	1	1
43	1 1	2
42	1 1 1	3
41	1 1 1 1	4
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
39	1 1 1 1 1 1 1 1 1 1 1 1	12
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1	4
32	1	1
31	1 1 1 1	4
30		0
29	1 1 1	3
28		0
27	1 1	2
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	123

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	37	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	3
INJURY	0	1	0
FATAL	3	6	7
TOTAL	4	7	10

ROADWAY CONDITIONS

2 travel lanes, 47' wide, bike lane on both side, retroreflector and non-retroreflector divider.

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

FARRIER ROAD
Park Drive to Darby Road

DESCRIPTION/LOCATION

Farrier Road is a two lane residential collector with no raised center divider. This road begins at Park Drive, a 3-way signalized intersection, and reconfigures to a local two lane residential road at Darby Road with a 4 way stop control.

Farrier Road is generally a straight road with clear visibility, with the exception of a large horizontal curve near the Pleasant Grove Creek culvert.

Farrier Road also provides access to Twin Oaks Elementary school, contributing moderate pedestrian volumes.

There is no recovery area on Farrier Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were three collisions on Farrier Rd. from 2015 to 2017. There were two accidents in 2015, zero in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Farrier Rd. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

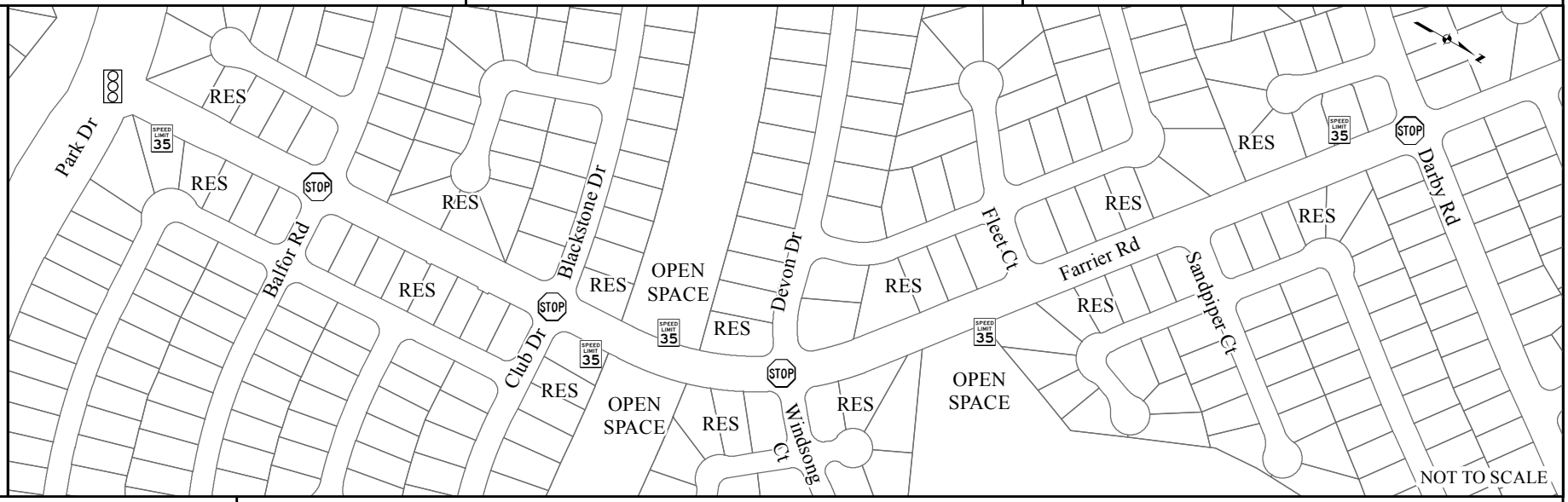
Speed Zone Survey

Road Name:

Farrier Rd.

Park Dr. to Darby Rd.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	3639
Divider Type	Painted
Critical Speed	40
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: Farrier **Location:** Fleet cir - sandpiper ct (light pole 1755)

Segment: Park - Darby

Length: .55 Miles **Direction:** Both

SPEED SURVEY

Date: 04/25/2018 **Day:** Wednesday **Time:** 2:22pm - 3:12pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47	1	1
46		0
45	1 1	2
44	1 1	2
43	1	1
42	1 1 1 1	4
41	1 1 1 1 1 1 1	7
40	1 1 1	3
39	1 1 1 1 1	5
38	1 1 1 1 1 1 1 1 1 1 1 1	12
37	1 1 1 1 1 1 1 1 1 1	10
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1	5
30	1 1 1 1 1	5
29		0
28		0
27	1 1 1	3
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	114

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	36	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	0	1

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, recovery area, 46 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

FARRON STREET
Pacific Street to Third Street

DESCRIPTION/LOCATION

Farron Street is a two-lane major residential collector that runs east-west beginning at Pacific Avenue, a signalized intersection, and terminating at 3rd Street with a 4-way stop control. This roadway has a railroad crossing and has several intersecting streets controlled by stop signs along the roadway. It provides residential access, as well as access to a community park and junior high school located on 5th Street

COLLISIONS

Accident records show that there were three collisions on Farron St. from 2015 to 2017. There was one accident in 2015, two in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Farron St. is 35 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Farron St.

Pacific St. to Third St.

Strip Map



Roadway Width	38'
Number of Lanes	2
ADT	1793
Divider Type	Painted
Critical Speed	35
Pace Speed	26 - 35
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
1	2	0

Comments:

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Farron Street **Location:** 3605 Farron St

Segment: 3rd - Pacific St

Length: .26 Mile **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 2:32 pm - 3:40pm

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1 1	2
41	1	1
40	1 1 1	3
39	1 1	2
38	1 1	2
37	1 1	2
36	1 1 1	3
35	1 1 1 1	4
34	1 1 1 1 1 1 1	7
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1 1 1	7
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1 1 1 1 1	10
27	1 1 1 1	4
26	1 1 1 1 1	5
25	1 1	2
24	1	1
23		0
22	1	1
21	1 1 1	3
20		0
19		0
18	1	1
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	31	MPH
Pace:	26 -35	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	2	0

ROADWAY CONDITIONS

38 feet wide, 2 travel lanes, parking on one side, no recovery area, no bike lane

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

FIVE STAR BOULEVARD
Stanford Ranch Road to End

DESCRIPTION/LOCATION

Five Star Boulevard is a major collector that connects southwest Rocklin to a large commercial area and highway 65 on the Rocklin/Roseville border. The roadway itself serves a variety of commercial and business parcels. Five Star Boulevard has four lanes and a raised median with turn pockets. South of its intersection with Destiny Drive, the roadway reduces to two lanes with a center left turn lane. It also has a Class II Bikeway for its entire length.

There is no recovery area on Five Star Boulevard. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were eight collisions on Five Star Blvd. from 2015 to 2017. There four accidents in 2015, three in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Five Star Blvd. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

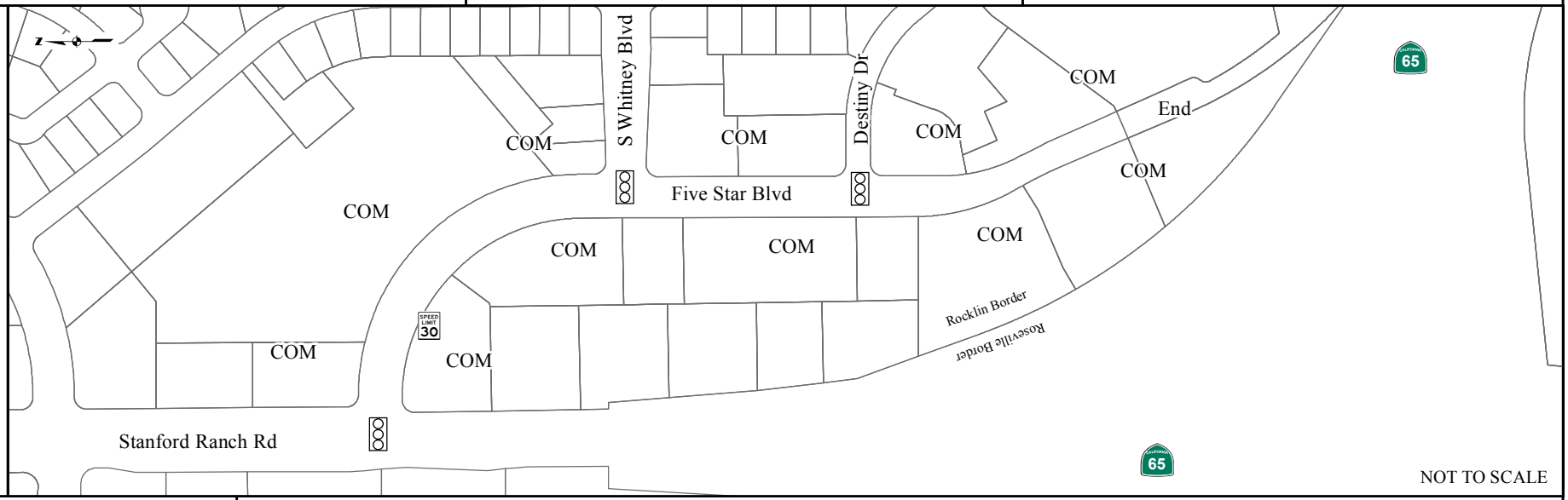
Speed Zone Survey

Road Name:

Five Star Blvd.

Stanford Ranch Rd. to End

Strip Map



Roadway Width	70'
Number of Lanes	4
ADT	11,637
Divider Type	Raised Landscape
Critical Speed	37
Pace Speed	29 - 38
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
4	3	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☒

Street: Five Star **Location:** Five Star Center Sign

Segment: Stanford Ranch - End

Length: 0.38 mi **Direction:** both

SPEED SURVEY

Date: 04/23/2018 **Day:** Mon **Time:** 2:08 P.M. - 3:04 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45	1 1	2
44	1 1 1	3
43		0
42	1 1	2
41	1	1
40	1 1	2
39	1 1 1	3
38	1 1 1	3
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1	6
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	20
29	1 1 1 1 1 1 1	7
28	1 1 1	3
27	1 1 1 1 1 1	6
26	1 1	2
25	1 1 1 1 1 1	6
24	1 1 1	3
23		0
22		0
21		0
20		0
19		0
18	1	1
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	123

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	29 - 38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	1	0	0
FATAL	0	0	0
TOTAL	4	3	1

ROADWAY CONDITIONS

2 travel lanes, 47' wide, bike lane on both side, painted divider.

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

GRANITE DRIVE
Rocklin Road to Sierra Meadows Drive

DESCRIPTION/LOCATION

Granite Drive from Rocklin Road to Sierra Meadows Drive is a 4 lane curvilinear road that runs north-south. Granite Drive is a minor collector that provides access to businesses. It contains a raised landscape median. There is no parking on either side of the street. There are class II bike lanes on both sides of the street.

There is no recovery area on Granite Drive. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were seventeen collisions on Granite Dr. from 2015 to 2017. There four accidents in 2015, nine in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Granite Dr. is 36 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Granite Dr.

Sierra Meadows Dr. to Rocklin Rd.

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	10,717
Divider Type	Raised Landscape
Critical Speed	36
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
4	9	4

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume: X

Heavy Traffic Volume:

Street: Granite **Location:** Rocklin Square

Segment: Rocklin Rd - Sierra Meadows

Length: 0.4 Miles **Direction:** both

SPEED SURVEY

Date: 06/19/2018 **Day:** Tuesday **Time:** 2:55pm - 3:08pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45	1	1
44		0
43	1	1
42		0
41		0
40		0
39	1 1 1	3
38	1 1 1	3
37	1 1 1 1	4
36	1 1 1 1	4
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1	8
33	1 1 1 1 1 1 1 1 1 1 1 1	12
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
31	1 1 1 1 1 1	6
30	1 1 1 1 1 1 1 1 1	9
29	1 1 1 1	4
28	1 1 1 1 1 1 1 1 1 1 1 1 1	13
27	1 1 1 1	4
26	1 1 1	3
25	1 1	2
24	1	1
23		0
22	1 1	2
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	106

SPEED DATA

Posted:	30	MPH
85th %:	36	MPH
Average:	32	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	9	4

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, landscape center median, 80 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

GRANITE DRIVE
Sierra Meadows Drive to Dominguez Road

DESCRIPTION/LOCATION

Granite Drive from Sierra Meadows to Dominguez Drive is a 4 lane minor collector that runs north-south. Granite Drive provides access to businesses and contains a raised landscape median. There is no parking on either side of the street. There are class II bike lanes on both sides of the street.

There is no recovery area on Granite Drive. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were thirteen collisions on Granite Dr. from 2015 to 2017. There two accidents in 2015, seven in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Granite Dr. is 45 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Granite Dr.

Sierra Meadows Dr. to Dominguez Rd.

Strip Map



Roadway Width	78'
Number of Lanes	4
ADT	17,553
Divider Type	Raised Landscape
Critical Speed	45
Pace Speed	34 - 43
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	7	4

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	Moderate Traffic Volume	☒
School Site Access	☐	No Recovery Area	☒
		Heavy Traffic Volume	☐

Street: Granite **Location:** Warren

Segment: Sierra Meadows - Dominguez

Length: 0.75 Miles **Direction:** both

SPEED SURVEY

Date: 06/20/2018 **Day:** Wednesday **Time:** 12:58pm - 1:30pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52	1	1
51		0
50	1	1
49		0
48	1 1 1	3
47	1 1 1 1	4
46	1 1	2
45	1 1 1 1	4
44	1 1	2
43	1 1 1 1 1 1 1 1 1 1 1	11
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1	5
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1 1 1 1 1 1	12
38	1 1 1 1 1 1 1 1 1	9
37	1 1 1 1 1 1	6
36	1 1 1 1 1 1 1 1 1	9
35	1 1 1 1 1 1	6
34	1 1 1 1 1	5
33	1 1	2
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	40	MPH
85th %:	45	MPH
Average:	40	MPH
Pace:	34 - 43	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	7	4

ROADWAY CONDITIONS

4 travel lanes. Bike lanes on both sides, no recovery area, landscape center median, 80 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

GRANITE DRIVE
Dominguez Road to Sierra College Boulevard

DESCRIPTION/LOCATION

Granite Drive from Sierra Meadows to Dominguez Drive is a 4 lane road that runs north south. Granite Drive is a minor collector that provides access to businesses. There is a center left turn lane dividing traffic. There is no parking on either side of the street. There are class II bike lanes on both sides of the street.

There is no recovery area on Granite Drive. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were 18 collisions on Granite Dr. from 2015 to 2017. There seven accidents in 2015, eight in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Granite Dr. is 45 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Granite Dr.

Dominguez Rd. to Sierra College Blvd

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	9112
Divider Type	Raised Landscape
Critical Speed	45
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
7	8	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐		
School Site Access	☐	No Recovery Area	☒
		Moderate Traffic Volume	☒
		Heavy Traffic Volume	☐

Street: Granite **Location:** Target Driveway

Segment: Dominguez - Sierra College

Length: 0.76 mi **Direction:** Both

SPEED SURVEY

Date: 01/16-17/2018 **Day:** Tue-Wed **Time:** 2:35 P.M. - 3:00 P.M. 1:15 P.M. - 2:00 P.M.

Weather: Cloudy/Sunny **Observer:** JP/LN

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1 1	2
54		0
53		0
52	1	1
51	1	1
50	1 1 1	3
49	1 1	2
48	1 1 1 1 1 1	6
47	1 1 1 1	4
46	1 1 1 1 1 1 1	7
45	1 1 1 1 1 1 1 1 1 1	10
44	1 1 1 1 1 1 1 1 1 1 1 1	12
43	1 1 1 1 1 1 1 1 1 1 1 1 1	14
42	1 1 1 1 1 1 1 1 1 1 1 1	12
41	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
37	1 1 1 1 1 1 1 1 1 1 1 1 1	13
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
34	1 1 1 1 1 1 1 1 1 1 1 1	12
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1	8
31	1 1 1 1	4
30	1 1 1 1 1 1	6
29	1 1 1	3
28	1	1
27	1 1	2
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	225

SPEED DATA

Posted:	40	MPH
85th %:	45	MPH
Average:	39	MPH
Pace:	36 - 45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	7	8	3

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, painted center median with retroreflective yellow markers, 78 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

GROVE STREET
Pacific Street to Rocklin Road

DESCRIPTION/LOCATION

Grove Street is a minor collector that runs North-South from Pacific Street to Rocklin Road. There are class 2 bike lanes on both sides of the street and the roadway is divided by a painted double yellow roadway stripe. This road provides access to medium density housing.

There is no recovery area on Grove Street. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

Grove Street is part of the California Road System approved by FHWA and must be surveyed in order to be compliant with that program.

COLLISIONS

Accident records show that there were no collisions on Grove Street from 2020 to 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Grove Street is 30 MPH. It is recommended that the speed limit remain at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

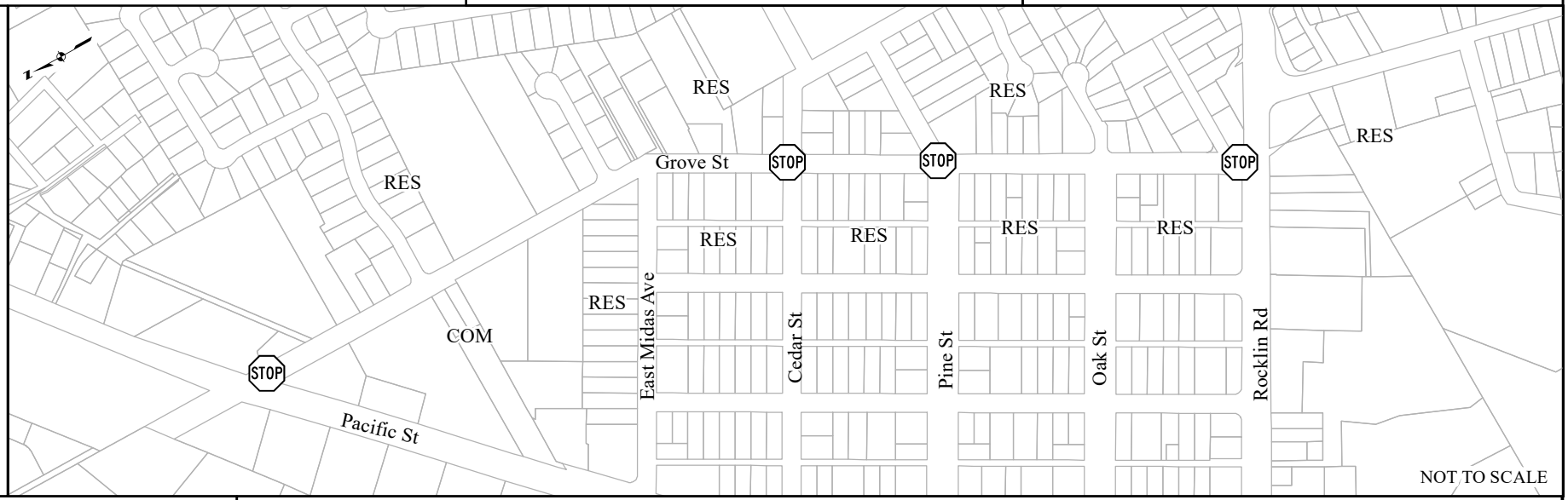
Speed Zone Survey

Road Name:

Grove St.

Pacific St. to Rocklin Rd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1951
Divider Type	None
Critical Speed	30
Pace Speed	22-31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2020	2021	2022
0	0	0

Comments:

Class 2 bikeway on both sides of the road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Grove Street **Location:** East Midas Avenue

Segment: Pacific Street - Rocklin Road

Length: 0.63 Miles **Direction:** Both

SPEED SURVEY

Date: 11/15/2022 **Day:** Tuesday **Time:** 12:05pm - 1:30pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1	1
41		0
40	1 1	2
39	1	1
38	1	1
37		0
36		0
35	1	1
34		0
33	1	1
32	1 1	2
31	1 1 1 1	4
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1 1 1 1 1 1 1	11
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
25	1 1 1 1 1 1 1 1 1	9
24	1 1 1 1 1 1 1 1	8
23	1 1 1 1 1 1 1 1 1	9
22	1 1 1 1	4
21	1	1
20	1	1
19	1 1 1	3
18		0
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**102**

SPEED DATA

Posted:	**25**	**MPH**
85th %:	**30**	**MPH**
Average:	**27**	**MPH**
Pace:	**22-31**	**MPH**

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 travel lanes, painted double yellow centerline, bike lanes on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 25 **MPH**

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

LONETREE BOULEVARD
Blue Oaks Boulevard to West Oaks Boulevard

DESCRIPTION/LOCATION

Lonetree Boulevard is a four lane minor arterial road that provides access to residential areas as well as to a major commercial zone, open space and Kathy Lund Community Park. The roadway is separated by a landscaped median with left turn pockets.

There are four intersections that provide access to residential developments off of Lonetree Boulevard, three of which are signalized and directly across from commercial access. The roadway as has a Class II Bikeway for its entire length and parking is prohibited on both sides.

There is no recovery area on Lonetree Boulevard. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were twenty-eight collisions on Lonetree Blvd. from 2015 to 2017. There were twelve accidents in 2015, thirteen in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Lonetree Blvd. is 43 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

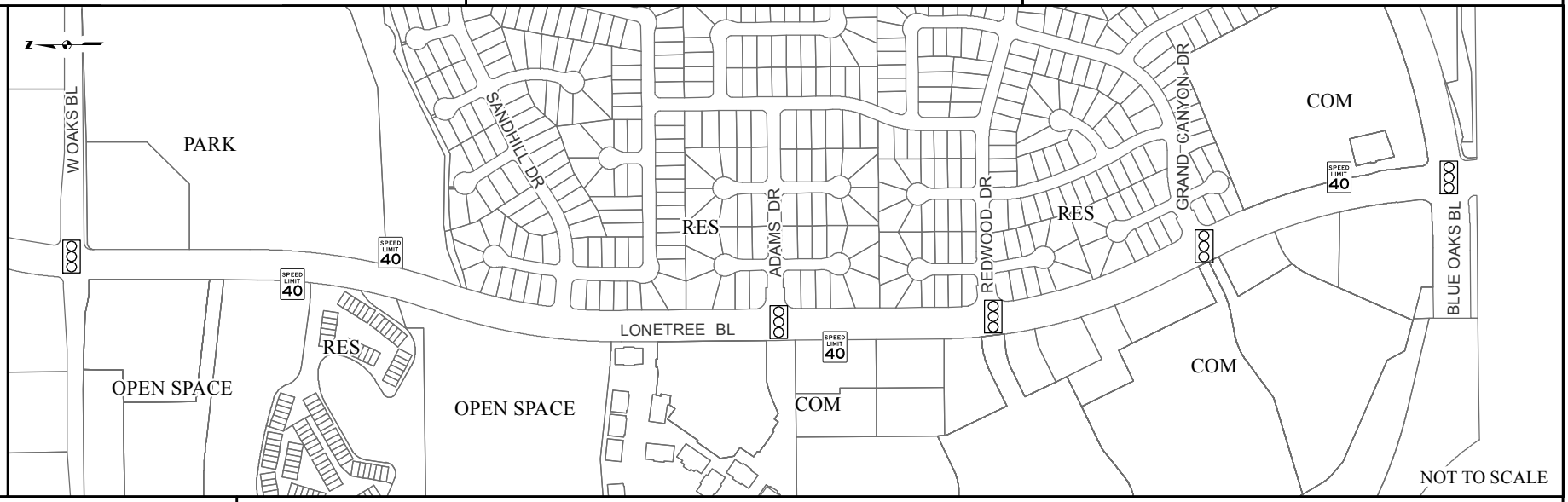
Speed Zone Survey

Road Name:

Lonetree Blvd.

Blue Oaks Blvd. to West Oaks Blvd.

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	27,208
Divider Type	Raised Landscaped
Critical Speed	43
Pace Speed	33 - 42
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2015	2015
12	13	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Lonetree Blvd **Location:** Chevy's Fresh Mex

Segment: Blue Oaks - West Oaks

Length: 1 miles **Direction:** both

SPEED SURVEY

Date: 06/06/2018 **Day:** Wednesday **Time:** 2:50pm - 3:40pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50	1	1
49	1	1
48	1	1
47	1 1	2
46	1	1
45	1 1	2
44	1 1 1 1	4
43	1 1	2
42	1 1 1 1 1 1 1	7
41	1 1 1	3
40	1 1 1 1 1 1 1 1 1 1	9
39	1 1 1 1	4
38	1 1 1 1 1 1	6
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1	6
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1	6
31	1 1 1	3
30	1 1 1 1 1 1 1 1 1	8
29	1 1	2
28	1	1
27	1	1
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	40	MPH
85th %:	43	MPH
Average:	37	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	4	1
INJURY	1	1	0
FATAL	0	0	0
TOTAL	12	13	3

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lane on both sides, no recovery area, 72' wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

LONETREE BOULEVARD
West Oaks Boulevard to Sunset Boulevard

DESCRIPTION/LOCATION

Lonetree Boulevard is a four lane minor arterial road that provides direct access to light industrial, major commercial and residential areas. This roadway provides access to Kathy Lund Community Park which is a community destination and contributes to pedestrian volumes. The roadway is separated by a landscaped median with left turn pockets. Each major intersection is signalized.

There is no recovery area on Lonetree Boulevard. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were five collisions on Lonetree Blvd. from 2015 to 2017. There were two accidents in 2015, one in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Lonetree Blvd. is 47 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

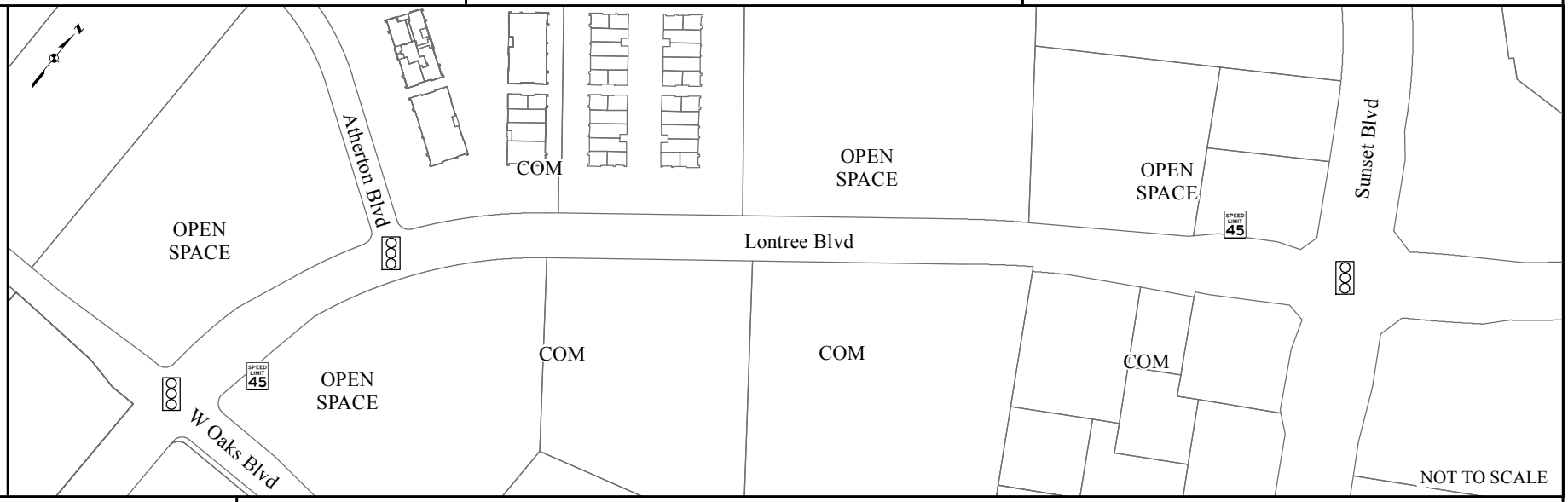
Speed Zone Survey

Road Name:

Lonetree Blvd.

West Oaks Blvd. to Sunset Blvd.

Strip Map



Roadway Width	76'
Number of Lanes	4
ADT	11,542
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	34 - 43
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	1	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Lonetree **Location:** Strikes

Segment: West Oaks - Sunset

Length: 0.48 mi **Direction:** both

SPEED SURVEY

Date: 06/07/2018 **Day:** Thursday **Time:** 9:45 - 10:01 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1 1 1	3
50	1 1	2
49		0
48	1 1 1 1 1	5
47	1 1 1 1 1 1 1 1 1	9
46	1 1	2
45	1 1	2
44	1 1 1 1	4
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1 1 1 1 1 1	10
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1 1 1 1 1 1 1 1 1 1 1	11
38	1 1	2
37	1 1 1 1 1 1	6
36	1 1 1	3
35	1 1 1 1 1	5
34	1 1 1 1 1 1	6
33		0
32	1	1
31		0
30		0
29	1	1
28		0
27		0
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	41	MPH
Pace:	34-43	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	1	2

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, with no recovery area. Landscaped median 68 ft wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

MIDAS AVENUE
Pacific Street to Argonaut Avenue

DESCRIPTION/LOCATION

Midas Avenue is a two lane major residential collector with many access streets and no raised center divider. The roadway is curvilinear and has several elevation changes that present sight distance hazards when combined with on-street parking.

Midas Avenue connects to Fifth St., which is the major access to Springview Middle School. This street is used by school children early and mid-afternoon either on foot or on bicycles. There are a number of pedestrians that use this street in their leisure time to access the park. Pedestrians frequently cross the roadway outside of crosswalks.

There is no recovery area on Midas Avenue. It is bound by curb, gutter, sidewalk and fixed objects on both sides. It also has curb cuts in the sidewalk for most of its length that service residential driveways.

COLLISIONS

Accident records show that there were 22 collisions on Midas Ave. from 2015 to 2017. There were three accidents in 2015, twelve in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Midas Ave. is 35 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

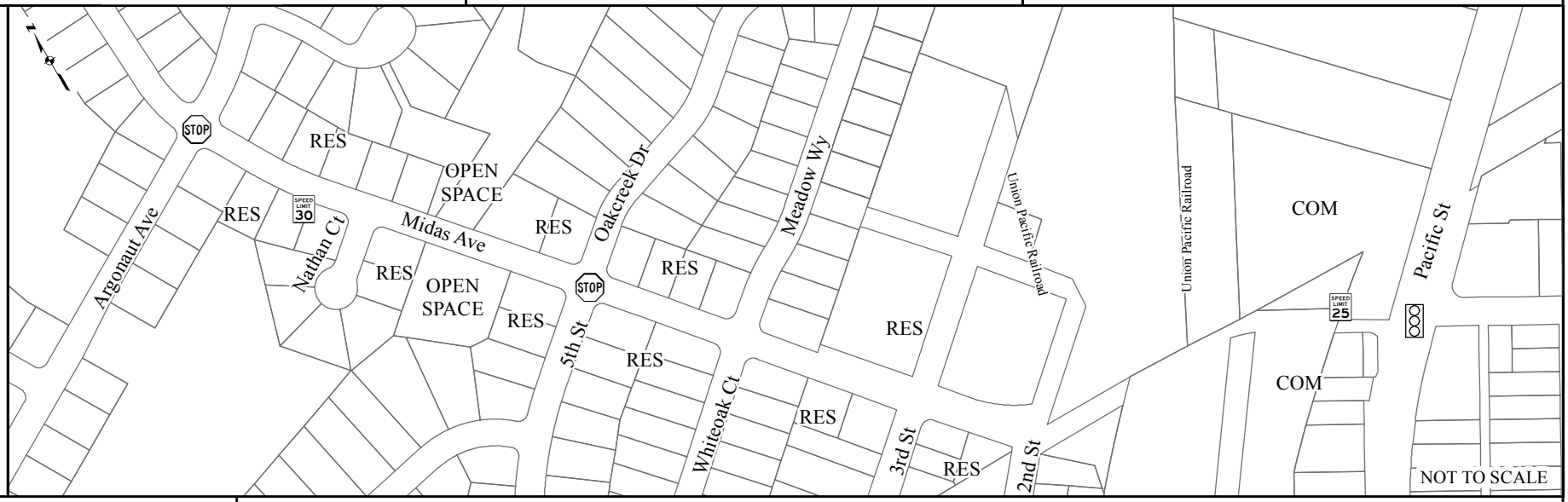
Speed Zone Survey

Road Name:

Midas Ave.

Pacific St. to Argonaut Ave.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	10,279
Divider Type	Painted
Critical Speed	35
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
3	12	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Midas **Location:** 3rd - White Oak

Segment: Pacific - Argonaut

Length: 0.78 Miles **Direction:** both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 10am - 11am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42		0
41		0
40	1	1
39	1	1
38	1 1	2
37	1 1 1 1	4
36	1	1
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1	4
33	1 1 1 1 1 1 1 1 1 1 1 1	12
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1 1 1 1	10
28	1 1 1 1 1	5
27	1 1 1 1 1	5
26		0
25	1 1 1 1 1	5
24	1	1
23	1 1 1 1	4
22		0
21	1 1	2
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	31	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	2
INJURY	1	0	1
FATAL	0	0	0
TOTAL	3	12	7

ROADWAY CONDITIONS

This segment crosses two train tracks after 2nd street ther is street parking and no recovery area. No bike lanes and sidewalks on both sides. One lane in each direction with no center divider.

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

MIDAS AVENUE
Argonaut Avenue to Whitney Boulevard

DESCRIPTION/LOCATION

Midas Avenue is a two lane major residential collector with many access streets and no raised center divider. It connects many areas of medium density housing. The roadway is curvilinear and has several elevation changes that present sight distance hazards when combined with on-street parking.

There is no recovery area on Midas Avenue. It is bound by curb, gutter, sidewalk and fixed objects on both sides. It also has curb cuts in the sidewalk for most of its length that service residential driveways.

COLLISIONS

Accident records show that there were eleven collisions on Midas Ave. from 2015 to 2017. There were two accidents in 2015, six in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Midas Ave. is 35 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

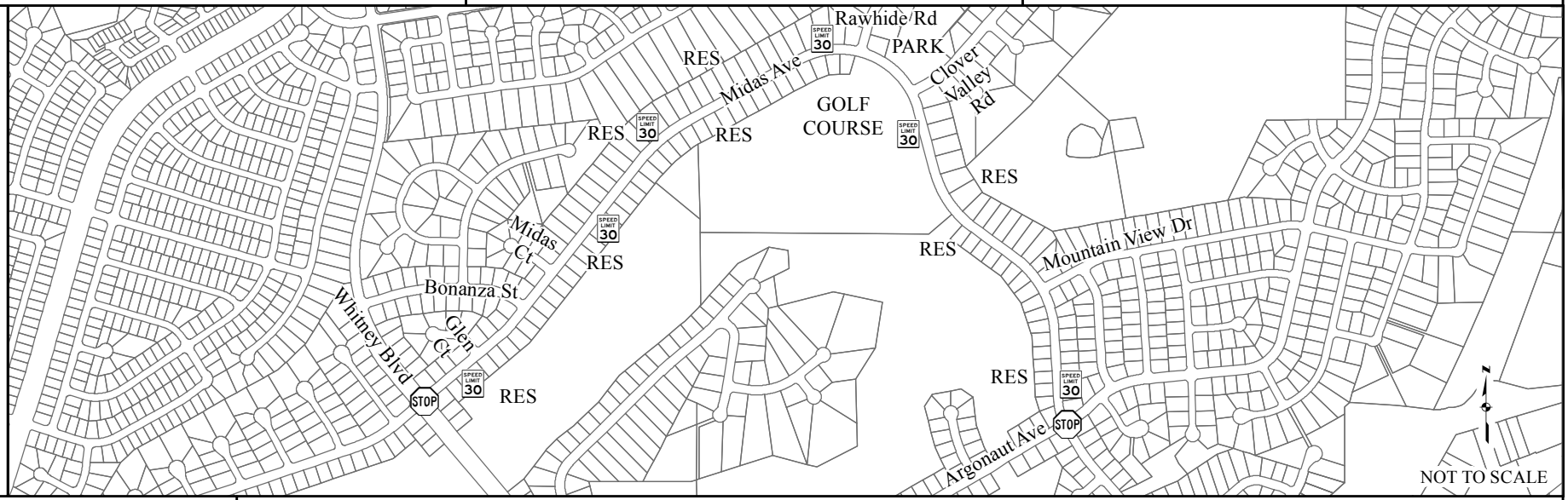
Speed Zone Survey

Road Name:

Midas Ave.

Argonaut Ave. to Whitney Blvd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	4143
Divider Type	Painted
Critical Speed	35
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
2	6	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Midas **Location:** Rawhide - Midas Ct

Segment: Argonaut - Whitney

Length: 1.18 miles **Direction:** both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 1:08pm - 1:43pm

Weather: Sunny **Observer:** Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45	1	1
44	1	1
43		0
42		0
41		0
40		0
39	1 1	2
38		0
37	1 1 1 1	4
36	1 1 1 1	4
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	21
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1	10
29	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
28	1 1 1 1 1 1 1	7
27	1 1 1	3
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	32	MPH
Pace:	28 - 37	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	6	3

ROADWAY CONDITIONS

2 travel lanes, Painted median, No bike lane, recovery area, 38 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

MIDAS AVENUE
Whitney Boulevard to End

DESCRIPTION/LOCATION

Midas Avenue is a two lane major residential collector with many access streets and no raised center divider. The roadway is curvilinear and has several elevation changes that present sight distance hazards when combined with on-street parking.

This portion of the road serves medium density housing and ends in a cul-de-sac.

There is no recovery area on Midas Ave. It is bound by curb, gutter, sidewalk and fixed objects on both sides. It also has curb cuts in the sidewalk for most of its length that service residential driveways.

COLLISIONS

Accident records show that there were two collisions on Midas Ave. from 2015 to 2017. Those accidents were in 2016.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Midas Ave. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

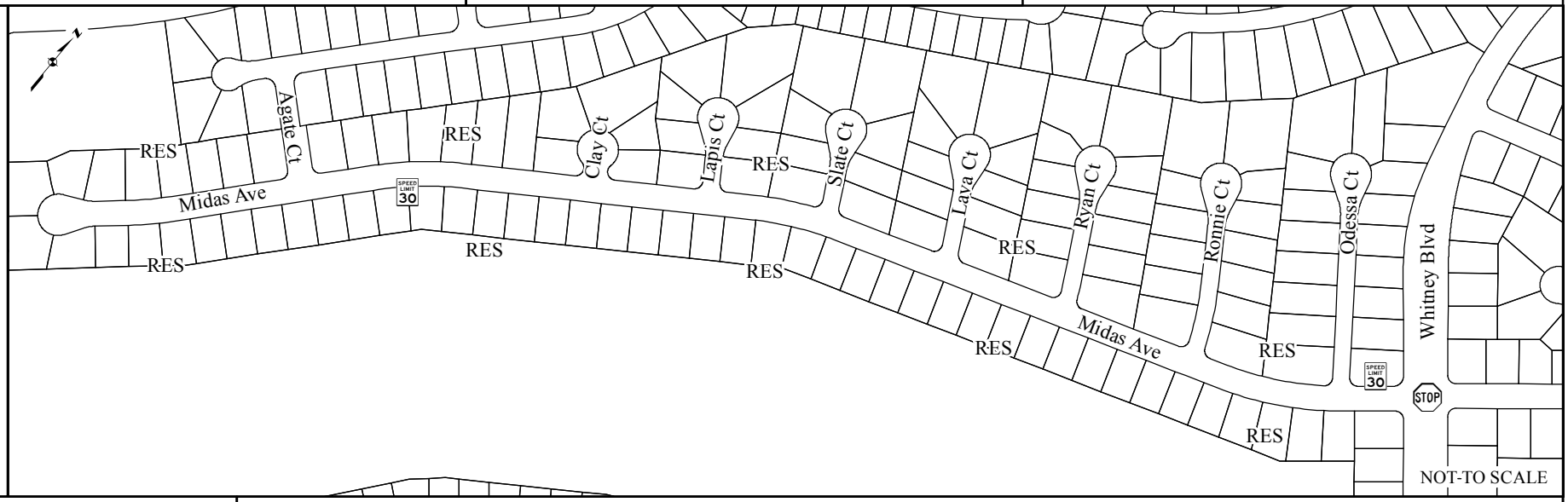
Speed Zone Survey

Road Name:

Midas Ave.

Whitney Blvd. to End

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	1440
Divider Type	Painted
Critical Speed	37
Pace Speed	30 - 39
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
0	2	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Midas **Location:** Ronnie ct/ Ryan ct

Segment: Whitney - End

Length: .64 miles **Direction:** Both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 1:45pm - 2:53pm

Weather: Sunny **Observer:** Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46	1	1
45		0
44		0
43		0
42	1	1
41	1	1
40	1	1
39	1 1 1 1 1	5
38	1	1
37	1 1 1 1 1	5
36	1 1 1	3
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1 1 1	7
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1 1 1	8
27	1 1 1	3
26	1 1	2
25	1 1 1	3
24	1 1	2
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	32	MPH
Pace:	30-39	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	2	0

ROADWAY CONDITIONS

2 Travel lanes, Painted median, Bike lane on both sides, recovery area, 47 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

NIGHTWATCH DRIVE
Sierra College Boulevard to Echo Ridge Road

DESCRIPTION/LOCATION

Nightwatch Drive from Sierra College Boulevard and Echo Ridge Road is a residential road that connects to Sierra College Boulevard. It is a 2 lane road with parking and no bike lanes on both sides. From Sierra College Boulevard to Orion Way there is a landscape center median and from Orion Way to Echo Ridge Road there is only a painted median.

There is no recovery area on Nightwatch Drive and the street is bound by curb and gutter on both sides.

COLLISIONS

Accident records show that there were six collisions on Meyers St from 2015 to 2017. There was one accident in 2015, three accidents in 2016, and two accidents in 2017

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Nightwatch Dr. is 30 MPH. It is recommended that the speed limit remain at 25 MPH. The 5 MPH reduction below the 85th percentile is supported by this roadway's residential density.

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CALIFORNIA

Traffic Engineering and Speed Map

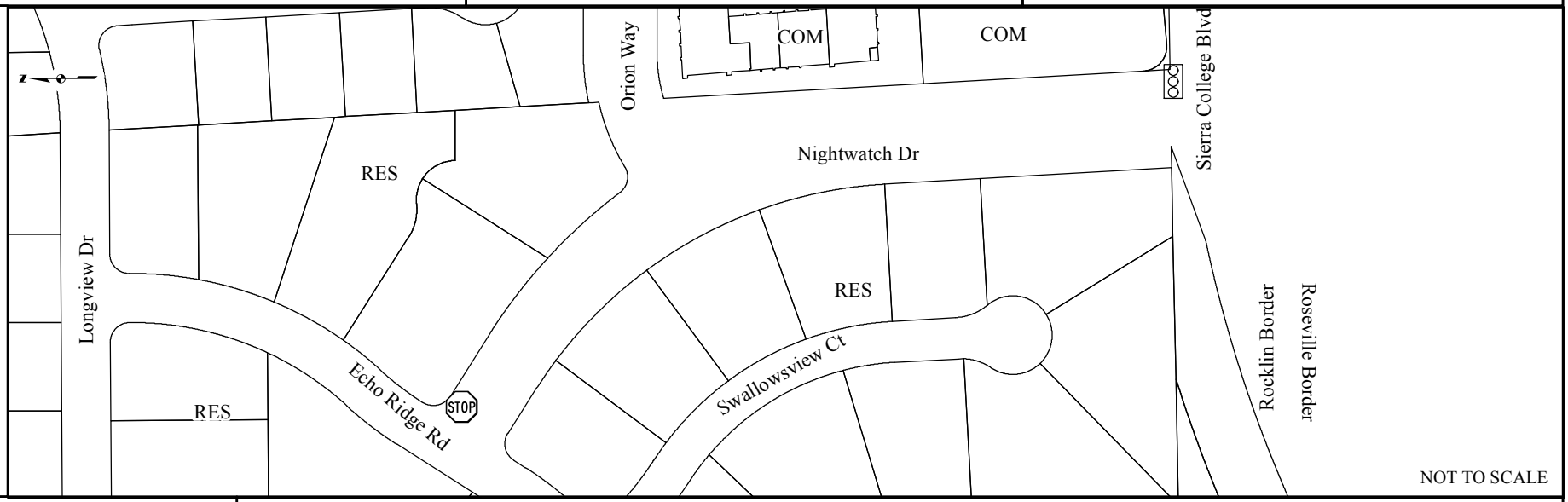
Speed Zone Survey

Road Name:

Nightwatch Dr.

Sierra College Blvd to Echo Ridge Rd.

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	2455
Divider Type	Raised Landscape
Critical Speed	30
Pace Speed	21 - 30
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
1	3	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Nightwatch Dr — Orion Way

Segment: Sierra College Boulevard- Echo Ridge Rd.

Length: 0.17 mi **Direction:** both

SPEED SURVEY

Date: 07/12/2018 **Day:** Thursday **Time:** 10:30 -11:40 AM

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37		0
36		0
35		0
34		0
33	1 1 1 1	4
32	1 1	2
31	1 1 1 1 1	5
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1	5
28	1 1 1	3
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1 1 1 1 1 1 1	13
25	1 1 1 1 1 1 1 1 1 1 1 1 1	13
24	1 1 1 1 1	5
23	1 1 1 1 1 1 1 1 1 1 1 1	12
22	1 1 1 1 1	5
21	1 1 1 1 1	5
20	1 1 1	3
19	1 1 1 1 1	5
18	1	1
17	1 1	2
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	30	MPH
Average:	25	MPH
Pace:	21-30	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	3	2

ROADWAY CONDITIONS

One travel lane in each direction with street parking. There is a landscaped median varying from 7' to 17' wide, except for the last 375 ft, which has no median or striping.

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

OLD RANCH HOUSE ROAD
Whitney Ranch Parkway to Creek Hollow Drive

DESCRIPTION/LOCATION

Old Ranch House Road is a residential collector that runs North-South from Whitney Ranch Parkway to low and medium density residential neighborhoods. It is curvilinear and is marked for class 2 bike lanes on both sides of the street. Parking is not restricted and vehicles are frequently parked near the park locations. The roadway is divided by a painted double yellow roadway stripe. This road provides access to the recreation center, Pernu Park, and intersects with a community class 1 bike trail. North of Creek Hollow Drive, Old Ranch House Road transitions into medium density housing which directly fronts the street.

There is no recovery area on Old Ranch House Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were no collisions on Old Ranch House Road from 2020 to 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Old Ranch House Road is 35 MPH. Per section 22358.6(b), a 5 MPH reduction is being recommended due to the adjacent park, residential development, class 1 bike trail connection, and the pedestrian access to the Whitney Ranch Clubhouse. The recommended speed limit for Old Ranch House Road is 30 MPH.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

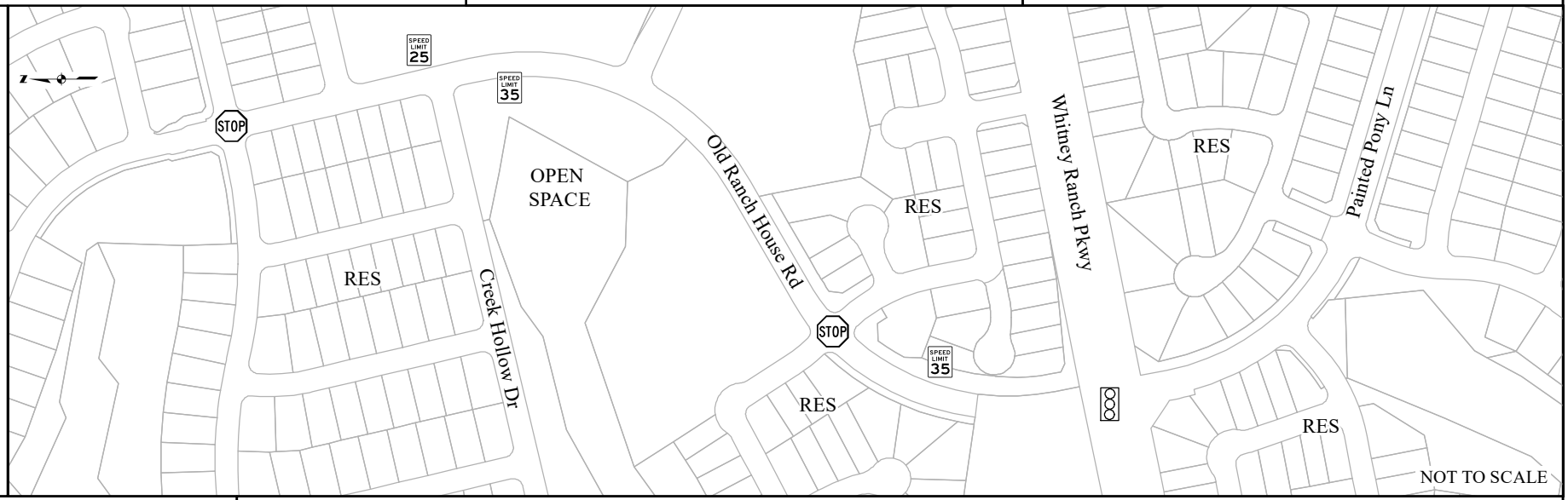
Speed Zone Survey

Road Name:

Old Ranch House Rd.

Whitney Ranch Pkwy. to Creek Hollow Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1737
Divider Type	No Center Median
Critical Speed	35
Pace Speed	27-36
Existing Speed	35
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2020	2021	2022
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Old Ranch House Road **Location:** Street Light C11824

Segment: Whitney Ranch Parkway - Creek Hollow Drive

Length: 0.79 Miles **Direction:** Both

SPEED SURVEY

Date: 11/28/2022 **Day:** Monday **Time:** 9:00am - 10:45am

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40	1	1
39	1	1
38	1 1	2
37	1 1 1	3
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1	7
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1 1 1 1	10
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1 1	11
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1	5
27	1 1 1 1 1 1	6
26	1 1 1 1 1	5
25	1 1	2
24	1	1
23	1	1
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	35	MPH
Average:	31	MPH
Pace:	27-36	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 travel lanes, double yellow centerline, bike lane on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 30 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

PACIFIC STREET
City of Roseville Limit to Sunset Boulevard

DESCRIPTION/LOCATION

Pacific Street is a minor arterial roadway that parallels Interstate 80 and the Union Pacific Railroad. This segment has adjacent land use including professional offices, to commercial retail and to medium density housing. It has four lanes with a raised center median.

Southbound Pacific Street close to the City of Roseville limit serves as an entry to westbound I-80. Just prior to I-80 the two southbound lanes merge into one, creating braking and following distance hazards. There is also a recycled auto parts store that has a high volume of commercial traffic which frequently blocks the roadway causing traffic to stop. Traffic from businesses in the area frequently cross lanes and enter designated turn lanes within raised center dividers. The abutting speed limit in the city of Roseville is 45 MPH.

Pacific Street is bound by curb, gutter and sidewalk with no recovery area.

COLLISIONS

Accident records show that there were 50 collisions on Pacific St. from 2015 to 2017. There were fourteen accidents in 2015, twenty in 2016, and sixteen in 2017.

SURVEY RESULTS/RECOMMENDATION CONTINUED ON NEXT PAGE.

The 85th percentile speed on Pacific St. is 52 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

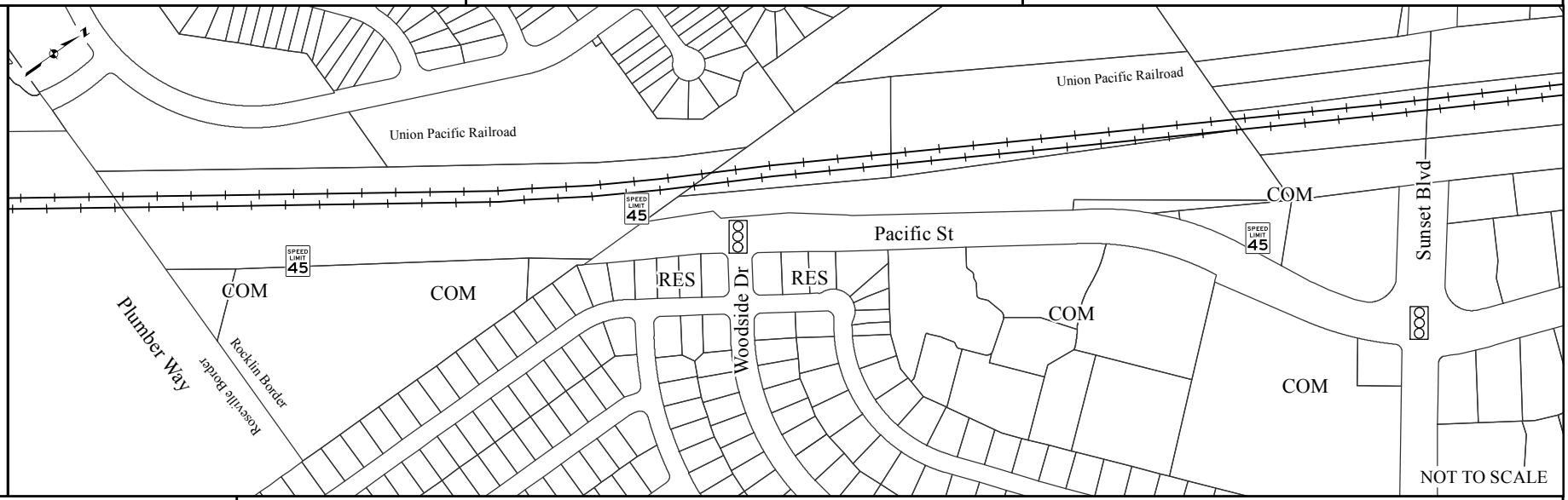
Speed Zone Survey

Road Name:

Pacific St.

Roseville Border to Sunset Blvd.

Strip Map



Roadway Width	68'
Number of Lanes	4
ADT	26,851
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	43 - 52
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
14	20	16

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Pacific **Location:** Plumber Wy

Segment: Roseville Border - Sunset

Length: 0.67 mi **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thursday **Time:** 10:03 AM- 10:16 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57	1	1
56		0
55		0
54	1 1 1 1	4
53	1 1 1 1	4
52	1 1 1 1 1 1 1 1 1 1 1	11
51	1 1	2
50	1 1 1 1 1 1 1	7
49	1	1
48	1 1 1 1 1 1 1 1 1 1 1	11
47	1 1 1 1 1 1 1 1 1	9
46	1 1 1 1 1 1	6
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1	5
43	1 1 1 1 1 1 1 1 1 1 1	11
42	1	1
41	1	1
40	1 1 1 1 1 1	6
39	1 1 1	3
38	1 1 1 1	4
37	1 1	2
36	1	1
35		0
34		0
33	1	1
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	46	MPH
Pace:	43-52	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	1	1
FATAL	0	0	0
TOTAL	14	20	16

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, no recovery area, painted center median with retroreflective markers, 37' wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PACIFIC STREET
Sunset Boulevard to Americana Way

DESCIRPTION/LOCATION

Pacific Street is a minor arterial roadway that parallels Interstate 80 and the Union Pacific Railroad. This segment has adjacent land use of retail, commercial and mixed land use. It has four lanes with a raised center median.

Throughout this segment, numerous business entrances require slow turning movements. Cross traffic must clear two straight traffic lanes and a raised center divider to enter the desired direction.

Pacific Street is bound by curb, gutter and sidewalk with no recovery area.

COLLISIONS

Accident records show that there were 84 collisions on Pacific St. from 2015 to 2017. There were twenty-five accidents in 2015, twenty-eight in 2016, and thirty-one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Pacific St. is 44 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

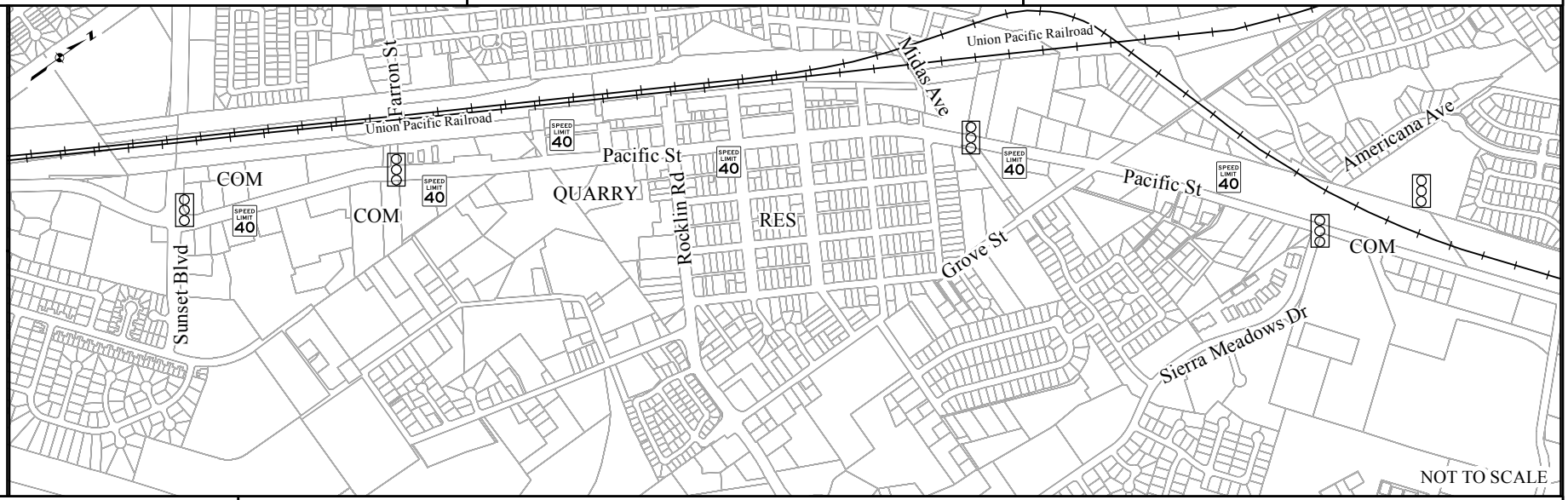
Speed Zone Survey

Road Name:

Pacific St.

Sunset Blvd. to Americana Ave.

Strip Map



Roadway Width	78'
Number of Lanes	4
ADT	24,444
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
25	28	31

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Pacific **Location:** Across from 5600 Pacific

Segment: Sunset- Americana

Length: 1.67 Miles **Direction:** both

SPEED SURVEY

Date: 06/07/2018 **Day:** Thursday **Time:** 12:28 PM- 12:38 PM

Weather: Sunny **Observer:** Nick/ Long

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49	1 1	2
48	1	1
47	1 1	2
46	1 1	2
45	1 1	2
44	1 1 1 1 1 1	6
43	1 1 1 1 1	5
42	1 1 1 1	4
41	1 1 1 1 1 1 1 1 1 1 1	11
40	1 1 1 1	4
39	1 1 1 1 1 1 1 1 1 1 1 1 1	13
38	1 1 1 1 1 1 1 1 1 1 1	11
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1 1 1 1 1 1 1	12
34	1 1	2
33	1 1 1	3
32	1 1 1 1	4
31		0
30	1	1
29		0
28		0
27		0
26		0
25	1	1
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	39	MPH
Pace:	36-45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	11	6	3
INJURY	2	0	3
FATAL	0	0	0
TOTAL	25	28	31

ROADWAY CONDITIONS

4 travel lanes, landscaped divider, bke lane on each side, 78' wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PACIFIC STREET
Americana Way to Loomis Town Limit

DESCRIPTION/LOCATION

Pacific Street is a minor arterial roadway that parallels Interstate 80 and the Union Pacific Railroad. This segment has adjacent land use including from professional offices, to commercial retail and to medium density housing.

Pacific Street north of Rocklin Road to Midas Avenue is densely populated with driveways to commercial businesses. Roadway geometry incorporates a curve, elevation changes, and has no shoulder. Cross traffic must clear two straight traffic lanes and a raised center divider to enter the desired direction. Pacific Street north of Midas Avenue is mostly commercial and incorporates one of two major commercial terminal access facilities for large trucks requiring specialized truck routes (STAA).

Pacific Street is bound by curb, gutter and sidewalk with no recovery area.

COLLISIONS

Accident records show that there were 31 collisions on Pacific St. from 2015 to 2017. There were three accidents in 2015, nine in 2016, and nineteen in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Pacific St. is 45 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

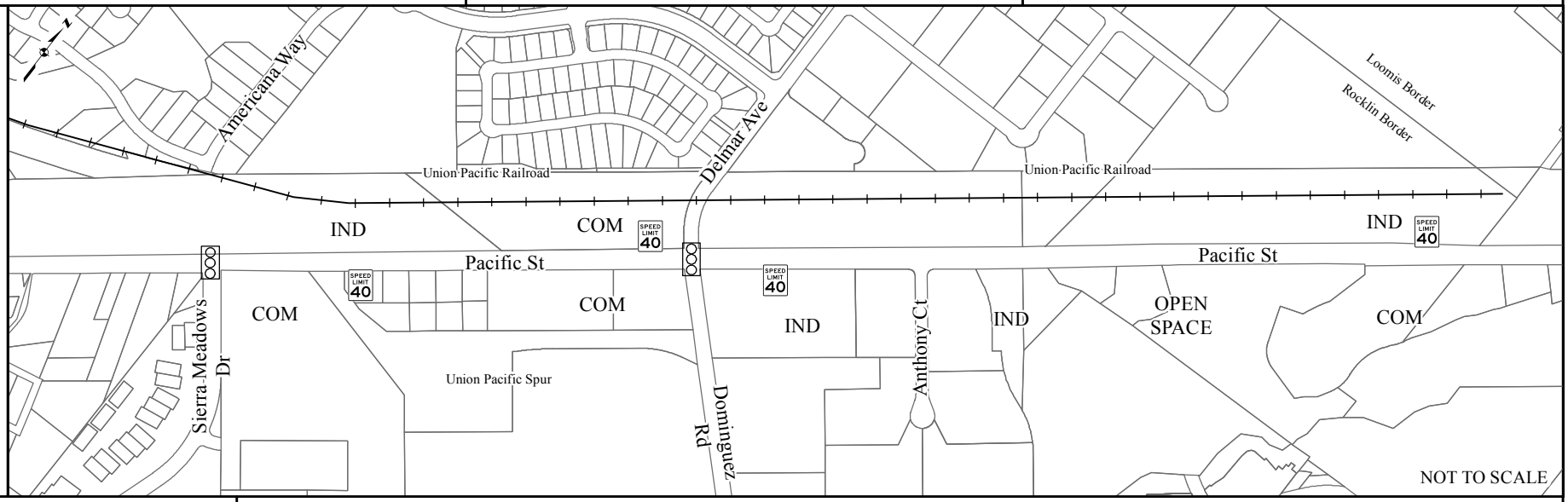
Speed Zone Survey

Road Name:

Pacific St.

Americana Way to Loomis Border

Strip Map



Roadway Width	42'
Number of Lanes	2
ADT	12,506
Divider Type	Painted
Critical Speed	45
Pace Speed	37-46
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☐

Collision History:

2015	2016	2017
3	9	19

Comments:

Some Recovery Area	☒	No Recovery Area	☐
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☒

Street: Pacific **Location:** Across from Advantage

Segment: Americana - Loomis Border

Length: 0.97 mi **Direction:** Both

SPEED SURVEY

Date: 06/26/2018 **Day:** Tue **Time:** 12:18-12:30 PM

Weather: Sunny **Observer:** **Nick / Ali**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
		0
		0
		0
		0
55		0
		0
	1 1	2
		0
	1	1
50	1 1 1	3
	1 1 1	3
	1	1
	1 1 1	3
	1	1
45	1 1 1 1	4
	1 1 1 1 1 1 1 1 1 1	11
	1 1 1 1 1 1	6
	1 1 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
	1 1 1 1 1 1 1 1 1 1	10
	1 1 1 1 1 1 1	7
	1 1 1 1	4
	1 1	2
35	1 1	2
	1 1 1	3
	1 1 1	3
		0
		0
30		0
		0
		0
	1	1
		0
25	1	1
		0
		0
		0
		0
20		0
		0
		0
		0
		0
15		0
		0
		0
		0
		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	45	MPH
Average:	41	MPH
Pace:	37 - 46	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	1	0	2
FATAL	0	0	0
TOTAL	3	9	19

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides no recovery area, nonretroreflective yellow markers with 2 way left turn median, 67 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

PAINTED PONY LANE
Whitney Ranch Parkway to West Oaks Boulevard

DESCRIPTION/LOCATION

Painted Pony is a two-lane residential collector which connects Whitney Ranch parkway to West Oaks Boulevard. It provides access to Quarry Trail Elementary School and medium density housing. There is no parking on either side of the street, there are Class II bike lanes on both sides, and the roadway is divided by a painted double yellow roadway stripe.

There is no recovery area on Painted Pony Lane. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there was one collision on Painted Pony Lane from 2020 to 2022. This collision occurred in 2021.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Painted Pony Ln. is 38 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

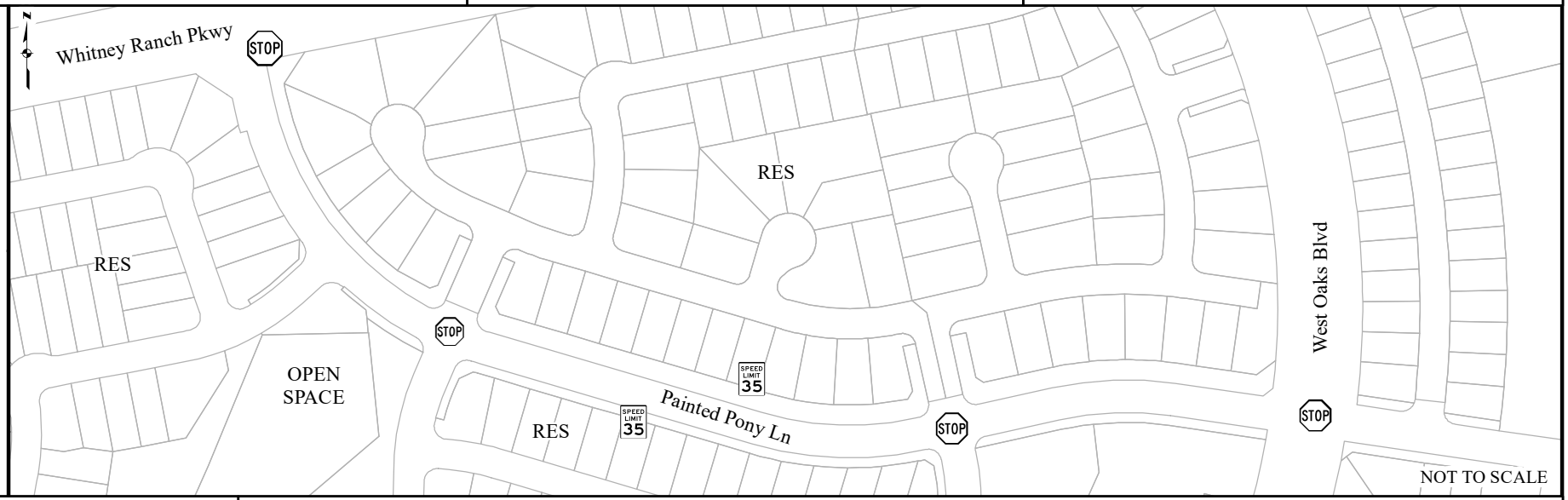
Speed Zone Survey

Road Name:

Painted Pony Ln.

Whitney Ranch Pkwy to West Oaks Blvd

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	2601
Divider Type	Painted
Critical Speed	38
Pace Speed	28-37
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2020	2021	2022
0	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Painted Pony Lane **Location:** Street Light C12150

Segment: Whitney Ranch Parkway - West Oaks

Length: 0.37 Miles **Direction:** Both

SPEED SURVEY

Date: 10/26/2022 **Day:** Wednesday **Time:** 1:15pm - 2:30pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46	1	1
45		0
44		0
43		0
42	1 1	2
41	1 1	2
40	1 1 1 1 1	5
39	1 1 1	3
38	1 1 1 1 1	5
37	1 1 1	3
36	1 1 1 1 1	5
35	1 1 1 1 1	5
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1	4
32	1 1 1 1 1 1 1 1 1 1 1 1 1	13
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1 1 1 1	13
29	1 1	2
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1	3
26	1 1 1 1 1	5
25	1 1	2
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	35	MPH
85th %:	38	MPH
Average:	33	MPH
Pace:	28-37	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	0

ROADWAY CONDITIONS

2 travel lanes, double yellow centerline, bike lane on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

PARK DRIVE
City of Roseville Limit to Sunset Boulevard

DESCRIPTION/LOCATION

Park Drive is a four-lane minor arterial that ranges from 56 feet to 96 feet in width with a raised landscaped median. This segment serves a medium density housing area and connects a residential area in Rocklin to residential areas in Roseville.

This segment also provides access to an elementary school, contributing to pedestrian activity during school pick up and drop off times. At the intersection of Park and Sunset there are multiple commercial retailers. The abutting speed limit in the city of Roseville is 45 MPH.

There is no recovery area on Park Drive as it is bound by curb, gutter, sidewalk and fixed objects on both sides, leaving no recovery area for errant vehicles. There is a painted class II bike lane and parking is restricted on all of Park Drive.

COLLISIONS

Accident records show that there were thirty collisions on Park Dr. from 2015 to 2017. There were twelve in 2015, twelve in 2016, and six in 2017.

SURVEY RESULTS/RECOMMENDATION

For park Dr. the 85th percentile speed is 51 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

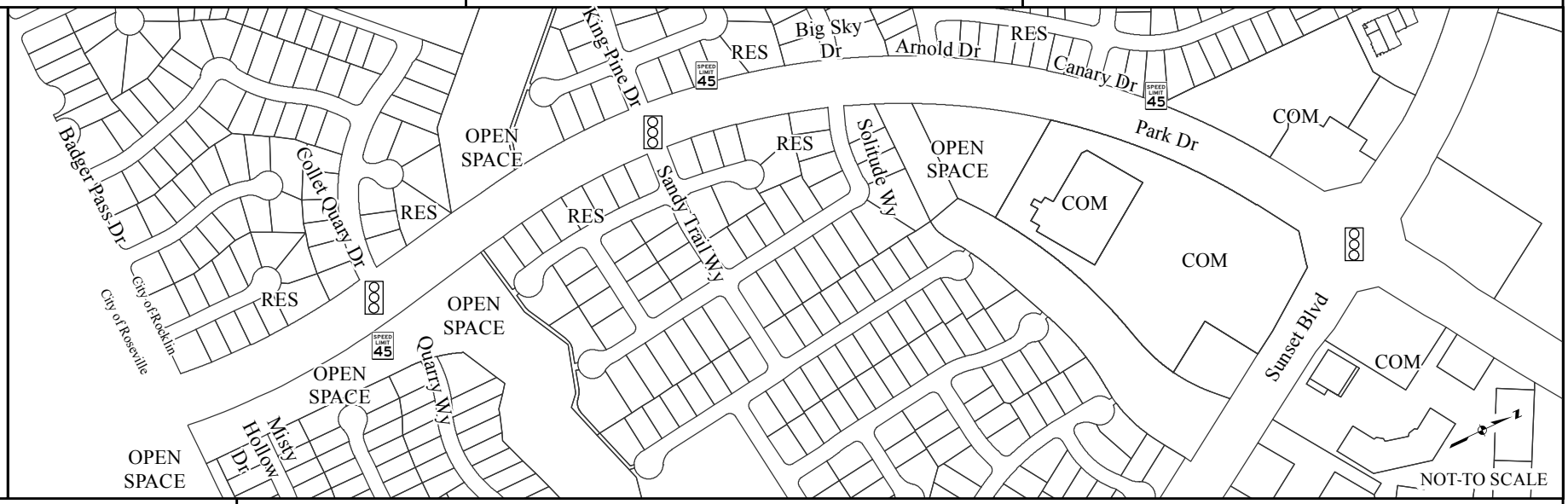
Speed Zone Survey

Road Name:

Park Dr.

Roseville Border to Sunset Blvd.

Strip Map



Roadway Width	96'
Number of Lanes	4
ADT	26,851
Divider Type	Raised Landscape
Critical Speed	51
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
12	12	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Park Dr **Location:** Solitude Way / Big SkyDr

Segment: City Limit - Sunset

Length: 0.59 Miles **Direction:** both

SPEED SURVEY

Date: 04/24/2018 **Day:** Tuesday **Time:** 9:43am - 10:10am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59		0
58		0
57	1	1
56	1	1
55	1	1
54	1 1 1	3
53	1 1	2
52	1 1 1 1 1	5
51	1 1 1 1	4
50	1 1 1 1 1 1 1 1 1	9
49	1 1 1 1 1	5
48	1 1 1 1 1	5
47	1 1 1 1 1 1 1 1 1 1 1 1	12
46	1 1 1 1 1 1 1	7
45	1 1 1 1 1 1 1 1 1 1 1 1	12
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1	5
41	1 1 1 1 1	5
40	1	1
39	1 1 1 1	4
38	1	1
37	1	1
36		0
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	45	MPH
85th %:	51	MPH
Average:	46	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	6	3	0
INJURY	1	1	0
FATAL	0	0	0
TOTAL	12	12	6

ROADWAY CONDITIONS

two lanes in both directions, bike lane on both sides, 37 feet wide median, sidewalks on both sides, no recovery area

DECLARED SPEED LIMIT: 45 MPH



9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PARK DRIVE
Sunset Boulevard to Stanford Ranch Road

DESCRIPTION/LOCATION

Park Drive from Sunset Boulevard to Stanford Ranch Road is a 4 lane minor arterial road. There is no parking on either side of the street and bike lanes going in both directions. Park Drive provides access to residential homes, Twin Oaks Elementary school, Twin Oaks Park and senior living apartments. Near the medium-high density residences there is pedestrian activity crossing the street to access the parks, schools and churches. There is a raised landscape median throughout the section of roadway.

There are no recovery areas on Park Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were forty-three collisions on Park Dr. from 2015 to 2017. There were fourteen in 2015, thirteen in 2016, and sixteen in 2017.

SURVEY RESULTS/RECOMMENDATION

For Park Dr. the 85th percentile speed is 50 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

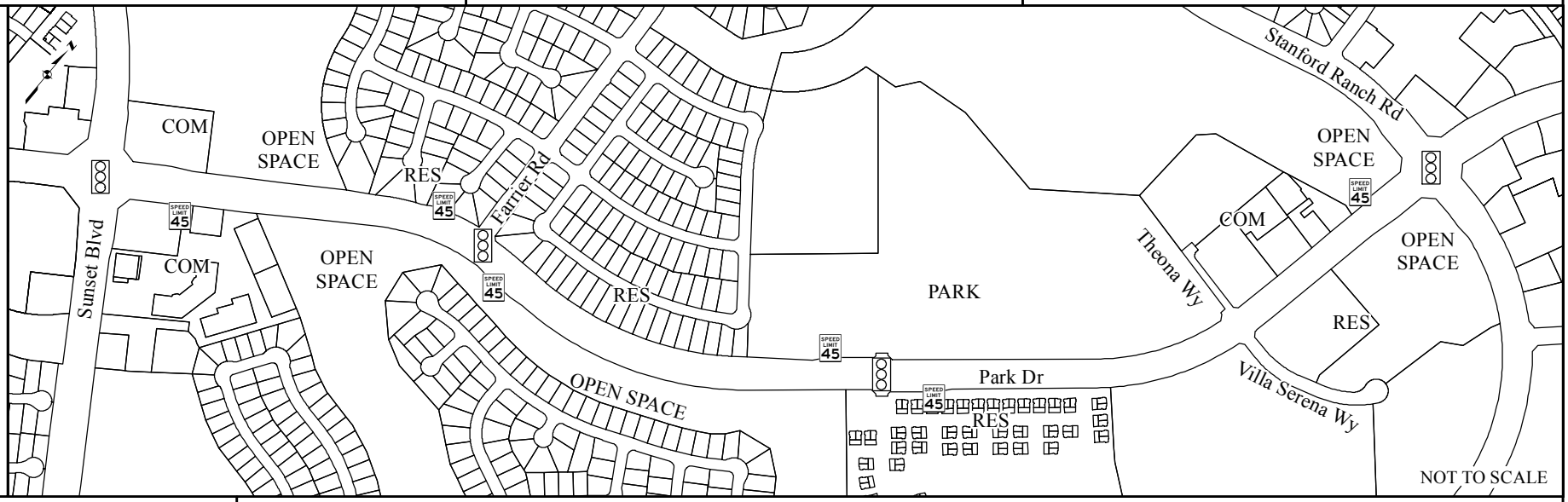
Speed Zone Survey

Road Name:

Park Dr

Sunset Blvd to Stanford Ranch Rd

Strip Map



Roadway Width	82'
Number of Lanes	4
ADT	15,814
Divider Type	Raised Landscape
Critical Speed	50
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	45

Roadside Conditions:

School	
Residence	X
Business	X
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
14	13	16

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Park Dr **Location:** Twin Oaks Park

Segment: Sunset - Stanford Ranch

Length: 1.25 Miles **Direction:** both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 12pm - 12:45pm

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1	1
58	1	1
57		0
56		0
55	1 1	2
54	1 1 1	3
53	1 1 1	3
52	1 1	2
51	1	1
50	1 1 1 1 1 1 1	7
49	1 1 1 1 1 1 1	7
48	1 1 1 1 1 1 1	7
47	1 1 1 1 1 1 1 1 1 1 1 1	12
46	1 1 1 1 1 1 1 1 1 1 1	11
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1 1 1 1	8
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1 1 1 1 1	11
40	1 1	2
39	1	1
38	1	1
37	1 1	2
36	1	1
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**108**

SPEED DATA

Posted:	45	MPH
85th %:	50	MPH
Average:	46	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	8	2	5
INJURY	0	0	1
FATAL	0	0	0
TOTAL	14	13	16

ROADWAY CONDITIONS

2 lanes in each direction separated by a 15 ft landscape median, sidewalks on both sides and bike lanes in each direction

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PARK DRIVE
Stanford Ranch Road to Crest Drive

DESCRIPTION/LOCATION

Park Drive from Stanford Ranch Road to Crest Drive is a 4 lane minor arterial road. There is no parking on either side of the street and there are bike lanes going in both directions. Park Drive provides access to residential homes and Granite Oaks Middle School. This segment may also contain traffic from Rocklin High students as well as traffic due to Breen elementary school. This road experiences increased traffic volumes in the mornings and afternoons due to school schedules. Park Drive also provides access to many businesses. There is a raised landscape median throughout the section of roadway.

There are no recovery areas on Park Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were thirty-six collisions on Park Dr. from 2015 to 2017. There were nine in 2015, ten in 2016, and fifteen in 2017.

SURVEY RESULTS/RECOMMENDATION

For Park Dr. the 85th percentile speed is 49 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

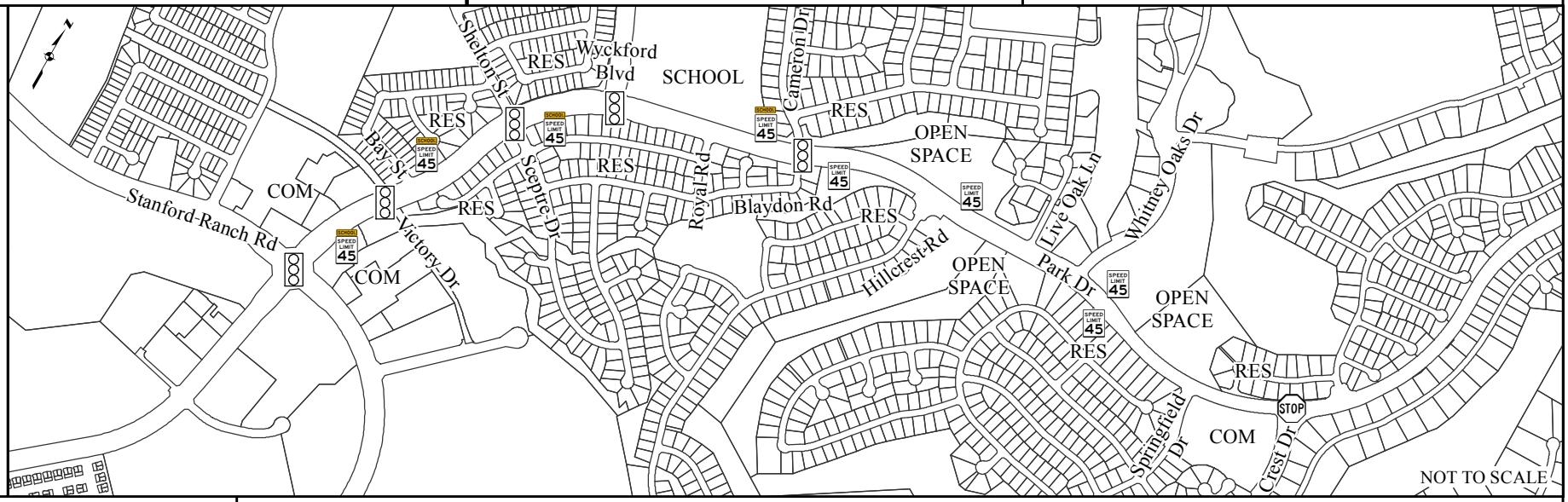
Speed Zone Survey

Road Name:

Park Dr.

Stanford Ranch Rd. to Crest Dr.

Strip Map



Roadway Width	96'
Number of Lanes	6
ADT	4561
Divider Type	Raised Landscape
Critical Speed	49
Pace Speed	40 - 49
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	45

Roadside Conditions:

School	X
Residence	X
Business	X
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
9	10	15

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Park Dr **Location:** Live Oak Ln

Segment: Stanford Ranch - Crest

Length: 1.3 Miles **Direction:** both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 11am - 12pm

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1 1	2
51	1 1 1	3
50	1 1 1 1 1 1 1	7
49	1 1 1	3
48	1 1 1 1	4
47	1 1 1	3
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1	6
44	1 1 1 1 1 1 1	7
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1	1
38	1 1	2
37	1 1 1 1	4
36	1 1 1	3
35	1 1 1 1	4
34		0
33	1 1	2
32	1	1
31	1	1
30	1 1	2
29		0
28	1	1
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	45	MPH
85th %:	49	MPH
Average:	43	MPH
Pace:	40 - 49	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	6	0	6
INJURY	0	1	0
FATAL	0	0	0
TOTAL	9	10	15

ROADWAY CONDITIONS

15 foot median with two lanes in each direction bike lanes on both sides and no recovery area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PARK DRIVE
Crest Drive to Whitney Ranch Parkway/Whitney Oaks Drive

DESCRIPTION/LOCATION

Park Drive from Crest Drive to Whitney Ranch Parkway/Whitney Oaks Drive is a 4 lane minor arterial road. There is no parking on either side of the street and bike lanes going in both directions. Park Drive provides access to residential homes and Boulder Ridge Park. There is a painted center median throughout the section of roadway. Roadway geometry includes vertical and horizontal curves. At Pioneer Way, Park Drive turns into Whitney Ranch Parkway for 0.3 miles before becoming a left turn only onto Whitney Oak Drive.

There are no recovery areas on Park Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were seven collisions on Park Dr. from 2015 to 2017. There was one in 2015, two in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

For Park Dr. the 85th percentile speed is 52 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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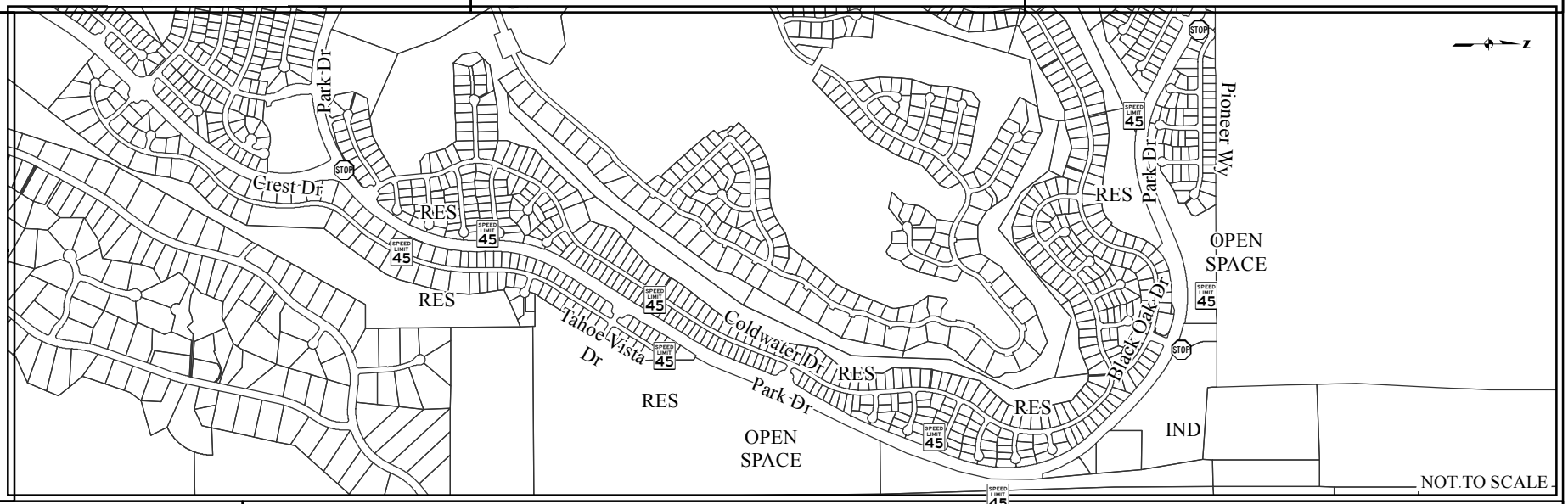
Traffic Engineering and Speed Map

Speed Zone Survey

Road Name: **Park Dr.**

Crest Dr. to Intersection of Whitney Ranch Parkway and Whitney Oaks Drive

Strip Map



Roadway Width	56'
Number of Lanes	4
ADT	4561
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	2	4

Comments:
Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume
Heavy Traffic Volume

Street: Park Dr **Location:** Coldwater Pl

Segment: Crest - Pioneer

Length: 1.92 Miles **Direction:** both

SPEED SURVEY

Date: 05/17/2018 **Day:** Thursday **Time:** 1:30pm - 2:45pm

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
	1	1
		0
		0
60	1 1 1	3
59	1	1
58	1 1	2
57		0
56	1 1	2
55	1	1
54	1 1	2
53	1 1	2
52	1 1	2
51	1 1 1 1	4
50	1 1 1 1 1	5
49	1 1	2
48	1 1 1 1	4
47	1 1 1 1 1 1 1 1	8
46	1 1 1 1	4
45	1 1 1 1 1	5
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1 1	6
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1	5
40	1 1 1 1 1	5
39	1 1	2
38	1 1 1 1 1	5
37	1	1
36	1 1 1 1 1 1 1	7
35	1 1	2
34	1 1	2
33		0
32		0
31	1	1
30	1	1
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	45	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	2	4

ROADWAY CONDITIONS

2 lanes in each direction, no center divider, sidewalk with a lot of pedestrian activity. Bike lanes in each direction with no recovery area.

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

RANCH VIEW DRIVE
Wildcat Boulevard to Spring Creek Drive

DESCRIPTION/LOCATION

Ranch View Drive is a two-lane collector that is 36 feet wide with a painted centerline. The road runs east-west with a length of 0.6 miles. There are four (4) total intersections, one is stop controlled at Spring Creek Drive and one is signalized at Wildcat Boulevard. Ranch View Drive is bordered by Whitney High School, medium and high density residential neighborhoods, and offices.

There is no recovery area on Ranch View Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

A class II bike lane runs on both sides of the road and parking has been restricted on both sides of the road.

COLLISIONS

Accident records show that there were two collisions on Ranch View Dr. from 2015 to 2017. These accidents occurred in 2015.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Ranch View Dr. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

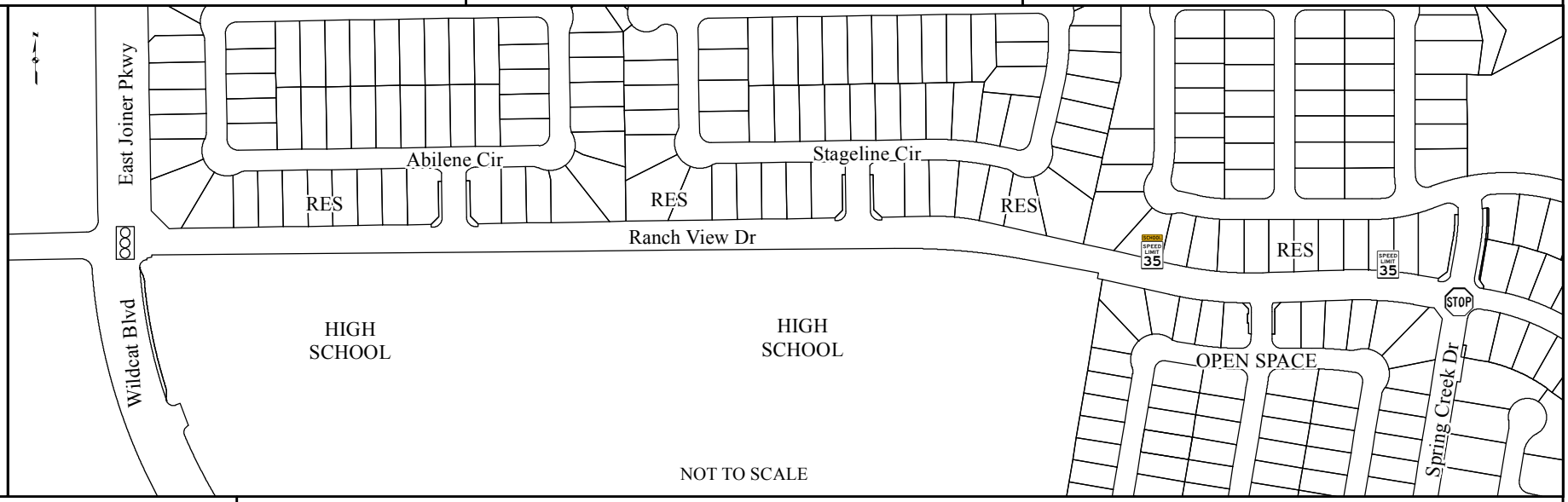
Speed Zone Survey

Road Name:

Ranch View Dr.

Wildcat Blvd. to Spring Creek Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	9478
Divider Type	Painted
Critical Speed	40
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
2	0	0

Comments:

Class II bikeway on both sides of road.
High pedestrian volume due to high school.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Ranch View Dr **Location:** Faculty Parking lot

Segment: Wildcat - Spring Creek

Length: 0.56 Miles **Direction:** both

SPEED SURVEY

Date: 07/03/2018 **Day:** Tuesday **Time:** 9:08am - 10:38am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52		0
51		0
50		0
49	1 1	2
48		0
47	1	1
46		0
45		0
44	1	1
43	1	1
42	1	1
41	1 1 1	3
40	1 1 1 1 1 1	6
39	1 1 1 1 1	5
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1 1 1 1	6
30	1 1 1	3
29	1 1 1 1	4
28	1 1	2
27	1	1
26		0
25	1 1 1	3
24		0
23		0
22	1	1
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	35	MPH
Pace:	31 - 40	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	0	0

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, no recovery area, painted center median, 35 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

RAWHIDE ROAD
Midas Avenue to End

DESCRIPTION/LOCATION

Rawhide Road is a two lane residential collector road that is 48 feet wide with a painted centerline. The street begins at Midas Avenue and terminates 1.45 miles to the north east. Rawhide serves low density residences along its length and also serves several adjoining residential streets. Designated parking and bike lanes run the full length of the roadway on both sides.

There is no recovery area on Rawhide Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were zero collisions on Rawhide Rd. from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rawhide Rd. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

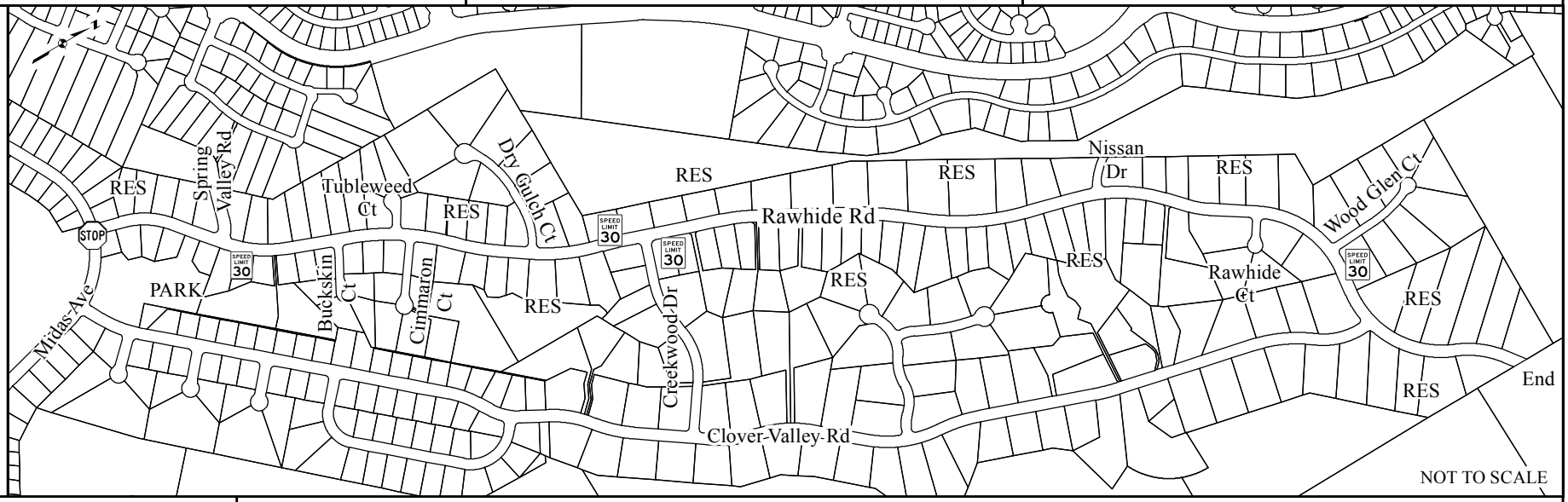
Speed Zone Survey

Road Name:

Rawhide Rd.

Midas Ave. to End

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	1234
Divider Type	Painted
Critical Speed	37
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Rawhide **Location:** Creekwood Dr

Segment: Midas - End

Length: 1.45 Miles **Direction:** both

SPEED SURVEY

Date: 06/28/2018 6/27/2018 **Day:** Thursday and Friday **Time:** 10:47am - 11:45am/12:46pm - 2:02pm/10:18am - 10:54am

Weather: Sunny **Observer:** Long/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1	1
41	1 1	2
40	1 1 1	3
39	1 1	2
38	1 1 1	3
37	1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1 1 1 1	11
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1	6
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1	7
29	1 1 1 1 1 1 1 1	8
28	1 1 1 1 1 1 1	7
27	1 1	2
26		0
25	1 1 1	3
24		0
23	1 1	2
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	28 - 37	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, recovery area, 50 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
5th Street to Pacific Street

DESCRIPTION/LOCATION

This section of Rocklin Road is a two lane arterial roadway with portions of raised, landscaped median with turn pockets. It connects community park and school areas to atrial roadway networks. On the westerly end, the road narrows down to one travel lane in each direction with a painted center divider. This segment of Rocklin Road also contains a railroad crossing between Front Street and after Pacific Street.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were two collisions on Rocklin Rd. from 2015 to 2017. There were 0 accidents in 2015, 1 in 2016, and 1 in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 35 MPH. It is recommended that the speed limit be increased to 30 MPH from 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

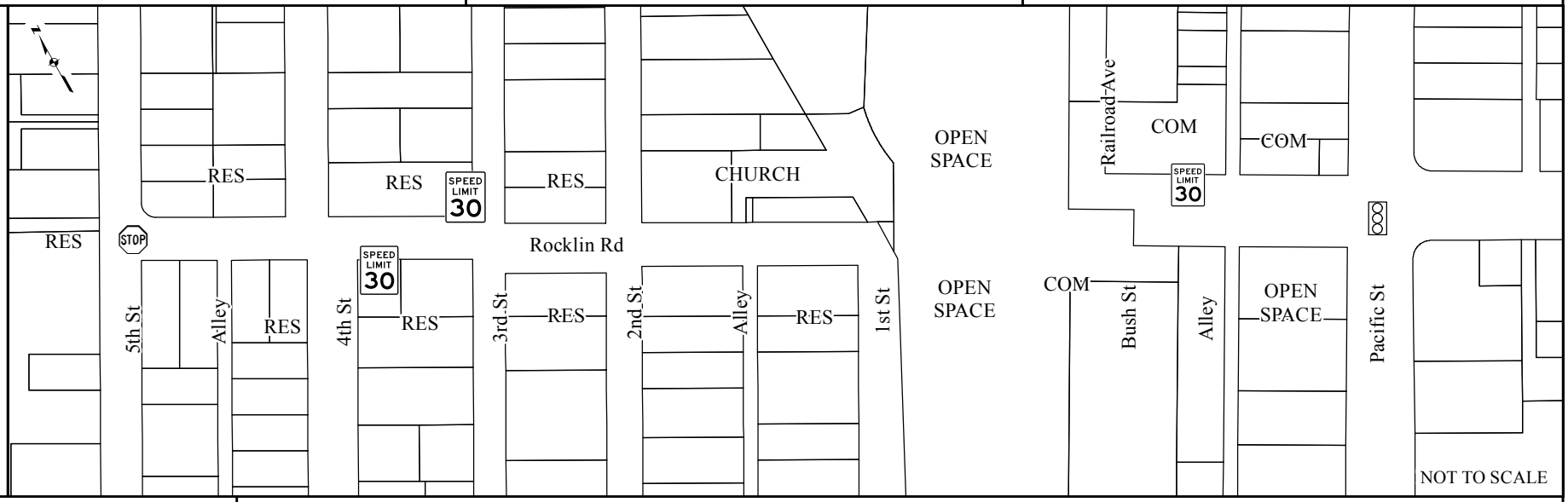
Speed Zone Survey

Road Name:

Rocklin Rd.

Pacific St. to Fifth St.

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	3435
Divider Type	Painted
Critical Speed	35
Pace Speed	24 - 33
Existing Speed	25
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
0	1	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	Moderate Traffic Volume	☒
School Site Access	☐	No Recovery Area	☒
		Heavy Traffic Volume	☐

Street: Rocklin Rd. **Location:** 3460 Rocklin Rd

Segment: 5th - Pacific

Length: 0.33 mi **Direction:** Both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thurs **Time:** 10:24 AM - 11:45 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40	1 1	2
39		0
38		0
37	1 1 1	3
36	1 1 1	3
35	1 1 1 1	4
34	1 1 1	3
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1	7
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1 1 1 1	13
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1 1 1	7
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1	7
25	1 1 1 1	4
24	1 1 1 1 1 1 1 1 1 1 1	11
23	1	1
22	1 1 1 1 1 1	6
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	111

SPEED DATA

Posted:	25	MPH
85th %:	35	MPH
Average:	29	MPH
Pace:	24 - 33	MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	1

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, recovery area, nonretroreflective yellow marker center median, 42 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
Pacific Street to Granite Drive

DESCRIPTION/LOCATION

This section of Rocklin Road is a four lane arterial roadway with portions of raised, landscaped medians with turn pockets along with a two-way left turn lane. It serves mixed use land with businesses.

This segment contains two roundabouts, located at Meyers Street and South Grove Street helping serve multiple access points to Rocklin Rd. from medium density residential areas.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were thirty-one collisions on Rocklin Rd. from 2015 to 2017. There were twelve accidents in 2015, ten in 2016, and nine in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Rocklin Rd.

Granite Dr. to Pacific St.

Strip Map



Roadway Width	76'
Number of Lanes	4
ADT	16,886
Divider Type	Raised Landscape
Critical Speed	39
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
12	10	9

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Rocklin Rd. **Location:** City Hall

Segment: Granite - Pacific

Length: 0.54mi **Direction:** Both

SPEED SURVEY

Date: 08/20/2015 **Day:** Thurs **Time:** 8:45 P.M. - 11:41 P.M.

Weather: Clear **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47	1	1
46		0
45	1	1
44	1 1	2
43		0
42	1 1 1	3
41	1 1	2
40	1 1 1 1 1	5
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1 1 1	9
37	1 1 1 1	4
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1	8
31	1 1 1 1 1 1 1 1 1	9
30	1 1 1	3
29	1 1 1	3
28	1 1	2
27	1 1	2
26	1	1
25		0
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**101**

SPEED DATA

Posted:	35	MPH
85th %:	39	MPH
Average:	35	MPH
Pace:		MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	5	3	1
INJURY	1	0	0
FATAL	0	0	0
TOTAL	12	10	9

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, painted center median with 2 way left turn, 73 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
Granite Drive to El Don Drive

DESCRIPTION/LOCATION

This section of Rocklin Road is a four lane arterial roadway with portions of raised, landscaped median with turn pockets along with a two-way left turn lane. It serves Sierra College, many residential roads, many commercial driveways - resulting in high commercial vehicle volume - and is a major route through the city with access to Interstate 80.

This segment contains entrances to both on and off ramps of Interstate 80. One of Rocklin Road's major traffic generators is Sierra College, which borders a large portion of Rocklin Rd. between Sierra College Boulevard and El Don Drive. During peak hours the college greatly contributes to the congestion between Interstate 80 and El Don Drive and leads to some of the largest traffic volumes within the City Of Rocklin.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were a hundred and six collisions on Rocklin Rd. from 2015 to 2017. There were thirty-six accidents in 2015, forty-one in 2016, and twenty-nine in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 46 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

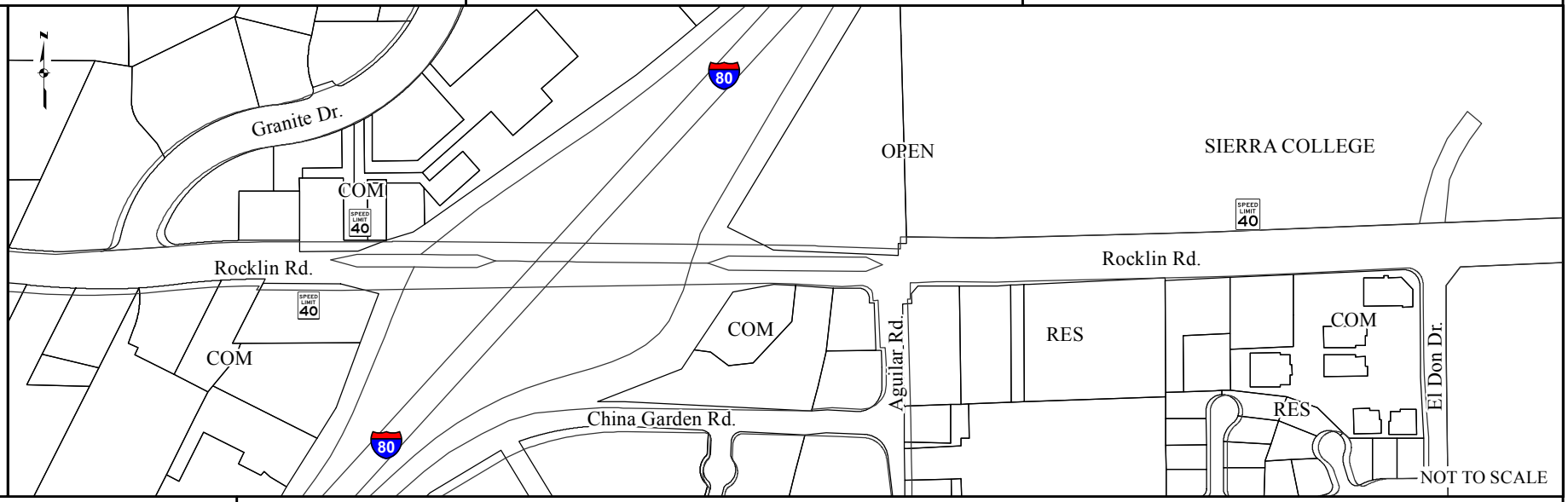
Speed Zone Survey

Road Name:

Rocklin Rd.

El Don Dr. to Granite Dr.

Strip Map



Roadway Width	70'
Number of Lanes	4
ADT	28,532
Divider Type	Raised Landscape
Critical Speed	46
Pace Speed	37 - 46
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
36	41	29

Comments: Class II bikeway on both sides of road
Heavy pedestrian volume due to college

Some Recovery Area	☐	Moderate Traffic Volume	☐
School Site Access	☒	No Recovery Area	☒
		Heavy Traffic Volume	☒

Street: Rocklin **Location:** Light Pole #831

Segment: Granite - El Don

Length: 0.61 mi **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thursday **Time:** 1:05 PM- 1:23 PM

Weather: Sunny **Observer:** Nick/ Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1 1	2
51	1 1	2
50	1	1
49	1	1
48	1 1 1 1	4
47	1 1	2
46	1 1 1 1 1 1 1	7
45	1 1 1 1 1 1 1 1 1	9
44	1 1 1 1 1 1	6
43	1 1 1 1 1 1 1 1 1 1 1 1	12
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1	4
39	1 1 1 1 1 1	6
38	1 1 1 1 1	5
37	1 1 1 1 1	5
36	1 1 1 1 1 1	6
35	1 1 1 1 1	5
34	1	1
33	1 1	2
32		0
31	1	1
30		0
29		0
28		0
27		0
26	1	1
25		0
24		0
23		0
22		0
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	40	MPH
85th %:	46	MPH
Average:	41	MPH
Pace:	37-46	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	13	4
INJURY	3	1	3
FATAL	0	0	0
TOTAL	36	41	29

ROADWAY CONDITIONS

Two lanes in both directions with a bike lane. There is a 13 ft wide landscaped median, with no recovery area.

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
El Don Drive to Town of Loomis Border

DESCRIPTION/LOCATION

This section of Rocklin Road is a four lane arterial roadway with portions of raised, landscaped median with turn pockets along with a two-way left turn lane. It serves Sierra College, residential areas and it is part of the circulation element between Rocklin and Loomis.

One of Rocklin Road's major traffic generators is Sierra College, which borders a large portion of Rocklin Road between Sierra College Boulevard and El Don Drive. During peak hours the college greatly contributes to congestion surrounding the area, and onto Sierra College Boulevard.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides except for the north side of Rocklin Road nearest to the Loomis border.

COLLISIONS

Accident records show that there were seventy-three collisions on Rocklin Rd. from 2015 to 2017. There were twenty-eight accidents in 2015, twenty-one in 2016, and twenty-four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 46 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

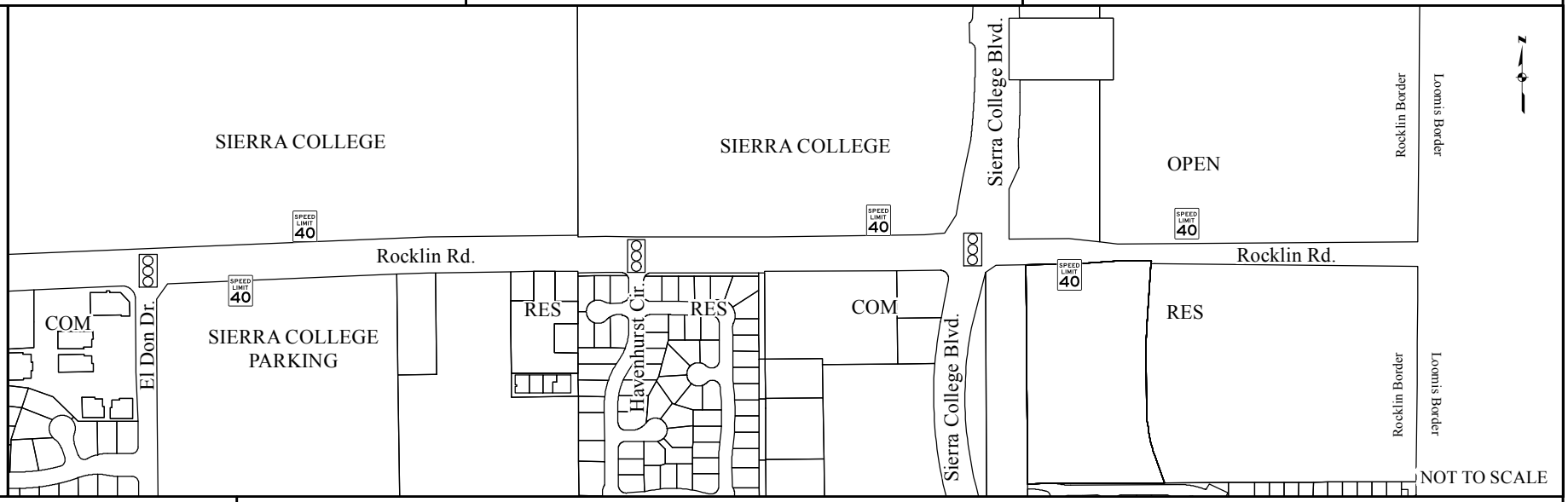
Speed Zone Survey

Road Name:

Rocklin Rd.

Loomis Border to El Don Dr.

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	11,616
Divider Type	Raised Landscape
Critical Speed	46
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
28	21	24

Comments: Class II bikeway on both sides of road
Heavy pedestrian volume due to college

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Rocklin Rd **Location:** Streetlight #Z1648

Segment: El Don Dr - Loomis Border

Length: 0.74 Miles **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Tuesday **Time:** 12pm - 12:10pm

Weather: Sunny **Observer:** Long/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59		0
58		0
57	1	1
56	1	1
55		0
54	1 1 1	3
53		0
52	1	1
51		0
50	1	1
49	1 1	2
48	1 1 1 1	4
47	1	1
46	1 1 1 1	4
45	1 1 1 1 1 1	6
44	1 1 1	3
43	1 1 1 1 1 1	6
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1	3
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
37	1 1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1	4
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1	4
33	1 1	2
32	1	1
31	1 1	2
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	110

SPEED DATA

Posted:	40	MPH
85th %:	46	MPH
Average:	41	MPH
Pace:	36 - 45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	9	10	4
INJURY	2	0	4
FATAL	0	0	0
TOTAL	28	21	24

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, landscape center median, nonretroreflective yellow markers with 2 way left turn lane median and 72 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SCARBOROUGH DRIVE
Sierra College Boulevard to City of Roseville Border

DESCRIPTION/LOCATION

Scarborough Drive is a two lane collector that provides access to residential neighborhoods, one neighborhood park, and an elementary school. It runs between Sierra College Boulevard on the east and the City of Roseville on the west, and has numerous horizontal and vertical curves. Between Sierra College Boulevard and Helmsdale Way there is a landscaped center median. There is a class II bikeway on both sides of the roadway. Traffic and pedestrian volumes are high during the morning and afternoon peak hours due to the adjacent elementary school. The abutting speed limit in the city of Roseville is 40 MPH.

There is no recovery area on Scarborough Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records indicate that there were two collisions on Scarborough Dr. from 2015 to 2017. There was one accident in 2015, zero in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Scarborough Dr. is 43 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

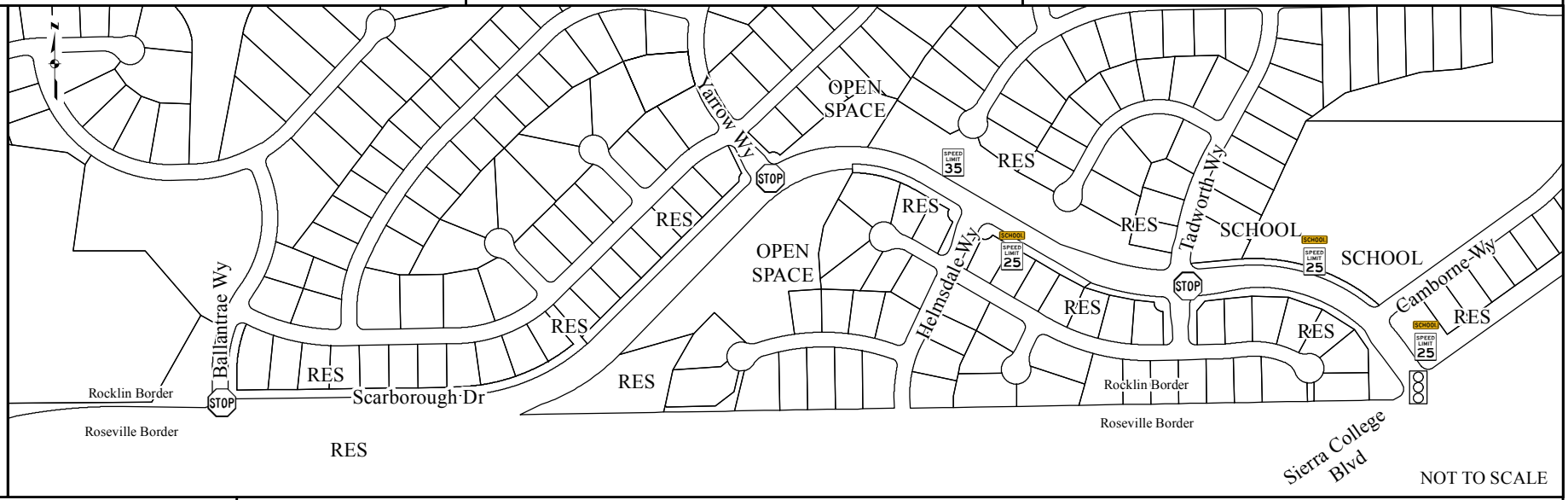
Speed Zone Survey

Road Name:

Scarborough Dr.

Sierra College Blvd. to Roseville Border

Strip Map



Roadway Width	50'
Number of Lanes	2
ADT	1909
Divider Type	Raised Landscape
Critical Speed	43
Pace Speed	35 - 44
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume

Heavy Traffic Volume

Street: Scarborough **Location:** False Ravine Trail / Claudio

Segment: Sierra College - End

Length: 0.84 mi **Direction:** both

SPEED SURVEY

Date: 04/24/2018 **Day:** Tue **Time:** 1:12 P.M. - 2:16 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1	1
51		0
50		0
49	1	1
48		0
47	1 1 1	3
46	1	1
45	1 1 1 1 1 1 1	7
44	1 1	2
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1 1 1	10
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1	6
36	1 1 1 1	4
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1	2
33	1 1	2
32	1 1	2
31	1 1	2
30		0
29		0
28	1	1
27		0
26	1 1	2
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	35	MPH
85th %:	43	MPH
Average:	39	MPH
Pace:	35 - 44	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	1

ROADWAY CONDITIONS

2 travel lanes, 36' wide, bike lane on both side, painted divider, no recover area

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SCHRIBER WAY
Sierra College Boulevard to Lakepointe Drive

DESCRIPTION/LOCATION

Schriber Way is a collector street running east west from Sierra College Boulevard to Lakepointe Drive. This segment connects medium density housing, Sierra College Boulevard and the Crossing Shopping Center. Schriber Way has a painted center median with class ll bike lanes

There is no recovery area or parking along Schriber Way. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records indicate that there were eleven collisions on Scarborough Dr. from 2015 to 2017. There was one accident in 2015, two in 2016, and eight in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Schriber Wy. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

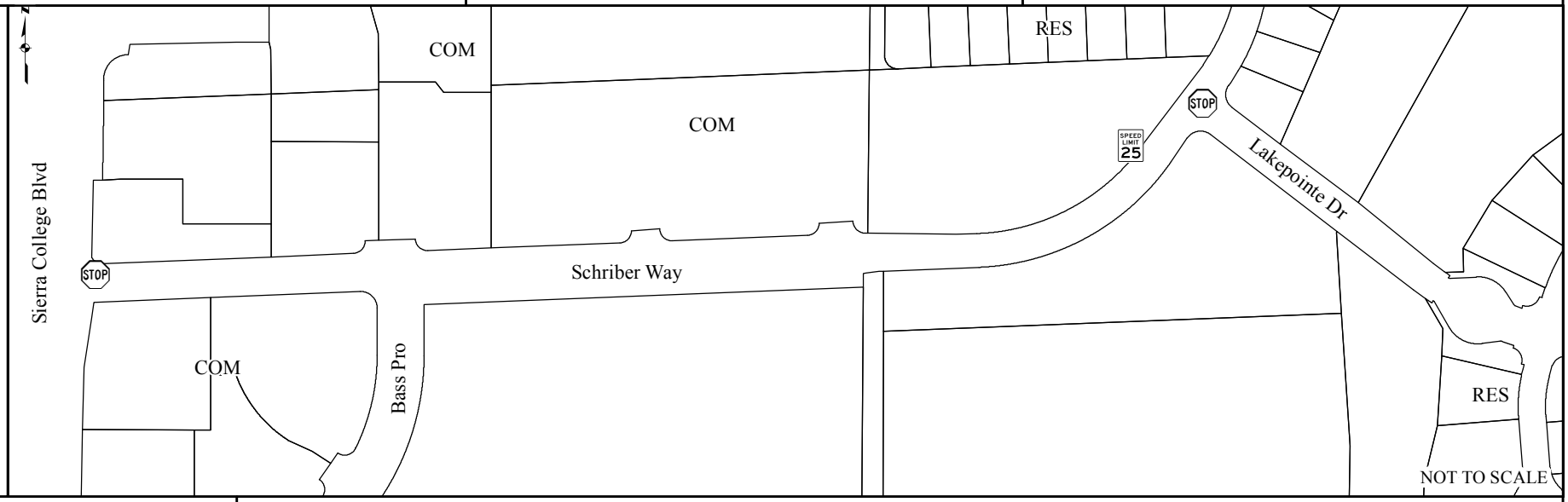
Speed Zone Survey

Road Name:

Schriber Way

Sierra College Blvd to Lakepointe Dr.

Strip Map



Roadway Width	43'
Number of Lanes	2
ADT	3622
Divider Type	Non-Retroreflective Yellow Markers
Critical Speed	37
Pace Speed	29 - 38
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	2	8

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Schriber **Location:** Green Acres Sidelot

Segment: Sierra College Blvd. - Lakepointe

Length: 0.34 mi **Direction:** both

SPEED SURVEY

Date: 06/26/2018 **Day:** Tuesday **Time:** 12:56-2:10pm

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42	1	1
41		0
40	1 1 1	3
39	1	1
38	1 1 1 1 1 1	6
37	1 1 1 1 1	5
36	1 1 1 1 1	5
35	1 1 1	3
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1	3
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1 1 1	8
28	1	1
27	1 1 1	3
26	1 1	2
25	1 1 1	3
24	1 1 1	3
23	1 1 1 1	4
22	1 1 1 1 1	5
21		0
20		0
19	1	1
18	1	1
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	37	MPH
Average:	31	MPH
Pace:	29-38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	1	2	8

ROADWAY CONDITIONS

0One lane in each direction, Bike lanes, Center turn lane with no recovery area or street parking, 42 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Town of Loomis to Placer County

DESCRIPTION/LOCATION

Sierra College Boulevard is a two-lane, undivided major arterial with no more than one through lane of travel in each direction with a painted center median. There are no bike lanes on both sides; however this segment is frequently used by bicyclists. This portion serves traffic volumes traveling to and from the Rocklin, Loomis, and Lincoln areas. There are portions of steep hillsides with metal beam guard rail. There is no recovery area and no curb and gutter on either side.

COLLISSIONS

Accident records indicate that there were zero collisions on Sierra College Blvd. from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra College Blvd. is 64 MPH. It is recommended that the speed limit remains 55 MPH in accordance with section 22349 of the California Vehicle Code. The recommended speed limit continues the 55 MPH speed limit in Placer County to the north, and the adjacent speed limit to the south in the Town of Loomis is 50 MPH on Sierra College Boulevard.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

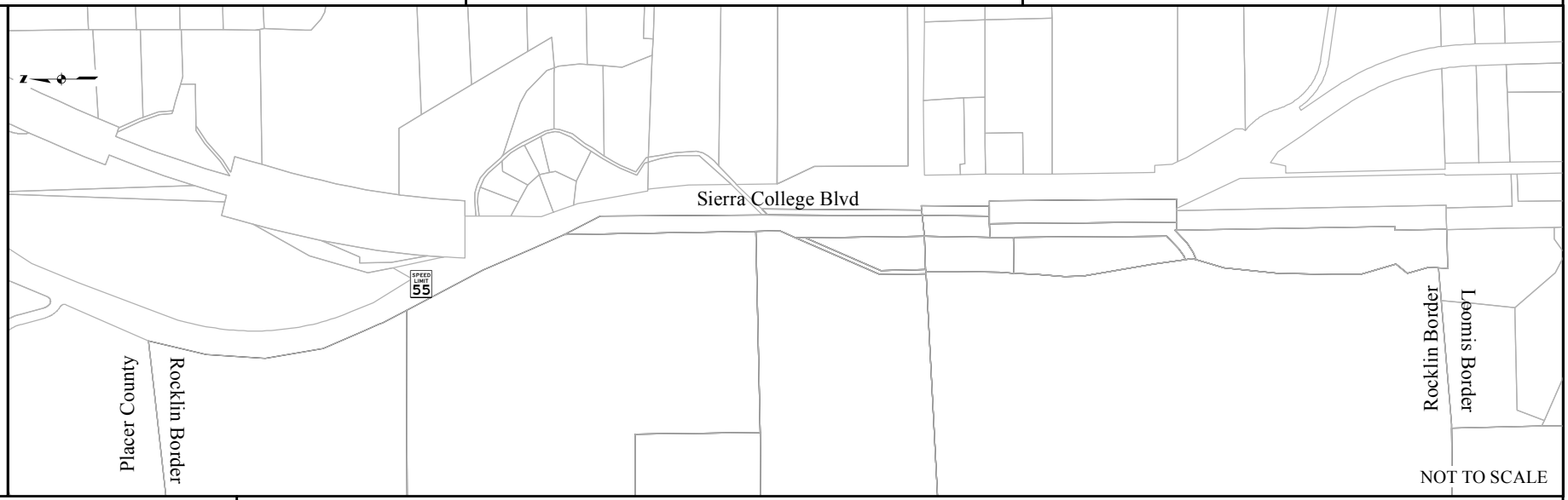
Speed Zone Survey

Road Name:

Sierra College Blvd

Loomis to Placer County

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	11,789
Divider Type	Painted
Critical Speed	64
Pace Speed	54 - 63
Existing Speed	55
Recommended Speed	55

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 55

Roadside Conditions:

School	☐
Residence	☐
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Sierra College Blvd **Location:** turn out

Segment: Loomis - Placer County

Length: 1 Mile **Direction:** both

SPEED SURVEY

Date: 06/13/2018 **Day:** Wednesday **Time:** 11am - 11:10am

Weather: Sunny **Observer:** **Long/Nick**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1 1 1 1 1 1 1 1 1 1 1 1 1	13
	1 1 1	3
	1 1	2
	1 1 1 1 1 1 1	7
	1 1 1 1 1 1	6
60	1 1 1 1 1 1 1 1 1	9
59	1 1 1 1 1 1 1 1	8
58	1 1 1 1 1 1 1 1 1 1	10
57	1 1 1 1 1 1	6
56	1 1 1 1 1 1	6
55	1 1 1 1 1 1 1 1 1 1 1 1	12
54	1 1 1 1 1 1 1 1	8
53	1 1	2
52	1	1
51	1 1 1 1 1	5
50	1 1 1	3
49		0
48		0
47	1	1
46		0
45		0
44	1	1
43		0
42		0
41		0
40		0
39		0
38		0
37		0
36		0
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**103**

SPEED DATA

Posted:	55	MPH
85th %:	64	MPH
Average:	58	MPH
Pace:	54 - 63	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 lanes, no Bike lane, no recovery area, painted center median, 43 feet wide

DECLARED SPEED LIMIT: 55 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Granite Drive to Dominguez Road/Bass Pro

DESCRIPTION/LOCATION

Sierra College Boulevard is a 5 lane major arterial road with a painted center median and from Granite Drive to Commons Drive there is a raised center median. There are 3 lanes traveling northbound and 2 lanes traveling southbound with bike lanes and no parking on both sides. This portion serves as access road for Highway 80, and a major shopping center.

There is no recovery area and the road is bound by curb and gutter on both sides.

COLLISIONS

Accident records indicate that there were seventy-two collisions on Sierra College Blvd. from 2015 to 2017. There were twenty-five accidents in 2015, twenty-three in 2016, and twenty-four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra College Blvd. is 47 MPH. It is recommended that the speed limit remains 40 MPH in accordance with section 21400(b) of the California Vehicle Code. The 5 MPH reduction below the 85th percentile is supported by this roadway's heavy traffic volume, and a Pace Speed of 37-46 MPH and the number of collisions.

ROCKLIN
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Traffic Engineering and Speed Map

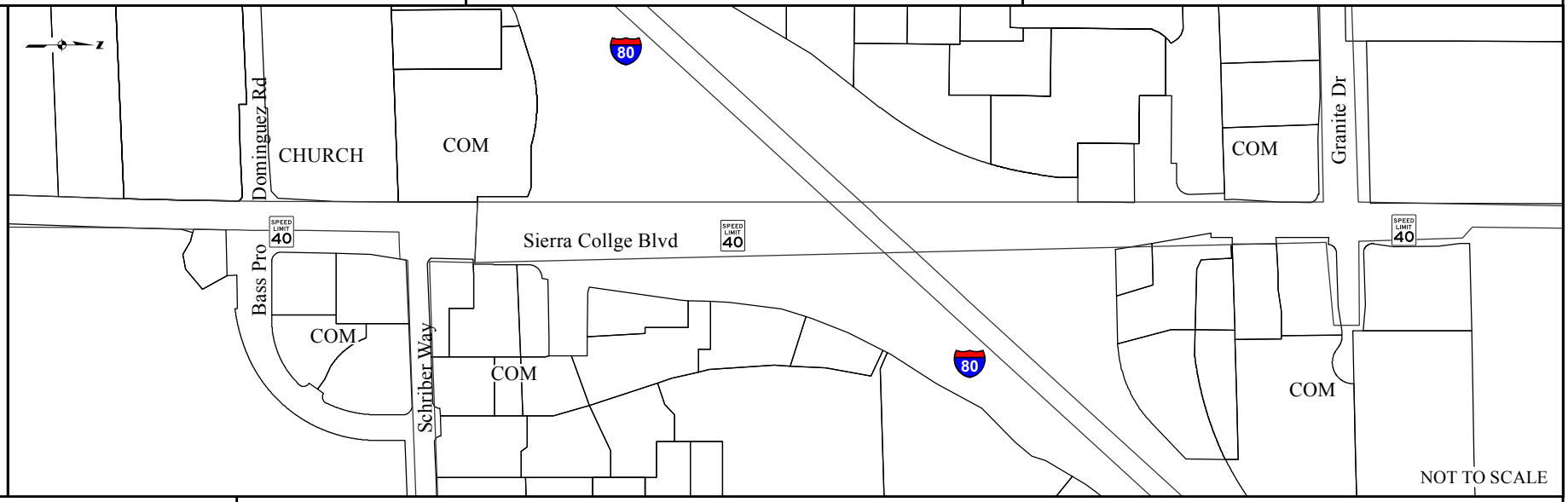
Speed Zone Survey

Road Name:

Sierra College Blvd

Granite Dr. to Dominguez Rd (Bass Pro)

Strip Map



Roadway Width	66'
Number of Lanes	4
ADT	11,789
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
25	23	24

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	Moderate Traffic Volume	☐
School Site Access	☐	No Recovery Area	☒
		Heavy Traffic Volume	☒

Street: Sierra College Blvd **Location:** Commons Dr/ SCB intersection

Segment: Granite- BassPro

Length: 0.48 mi **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thursday **Time:** 2:05PM- 2:18 PM

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1	1
		0
		0
		0
		0
60	1	1
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1 1	2
50	1	1
49	1 1 1 1 1 1	6
48	1 1 1	3
47	1 1 1 1 1 1 1	7
46	1 1	2
45	1 1 1 1 1 1	6
44	1 1 1 1	4
43	1 1	2
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1	4
40	1 1 1 1 1 1 1 1 1 1 1	11
39	1 1 1 1	4
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1 1 1	9
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1	6
34	1 1 1 1 1	5
33	1	1
32	1 1 1	3
31		0
30	1 1	2
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	41	MPH
Pace:	36-45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	3	2
INJURY	2	2	3
FATAL	0	0	0
TOTAL	25	23	24

ROADWAY CONDITIONS

5 travel lanes bike lanes on both sides no recovery area, painted center median, 73 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Dominguez Road/Bass Pro to Rocklin Road

DESCRIPTION/LOCATION

Sierra College Boulevard is a major arterial roadway that varies from 4 to 6 lanes. It carries local and interregional traffic including commercial vehicles. Sierra College Boulevard also provides access to Sierra Community College and Interstate 80. This street varies in width from 45 feet to 130 feet. Sierra College Boulevard has a raised median from Rocklin Road to the entrance of Sierra College. There is no median between the entrance of Sierra College and Interstate 80.

Between Rocklin Road and Interstate 80, this segment has straight vertical curves. It varies between 4 and 5 lanes with 3 lanes in the southbound direction. Retail commercial and mixed use parcels are adjacent to this segment as well. On the north side of Interstate 80, Sierra College Boulevard serves a commercial area that is currently being developed into a major commercial hub. Beyond this, the road serves as a connection to the City of Lincoln and the Town of Loomis.

COLLISIONS

Accident records indicate that there were twenty-five collisions on Sierra College Blvd. from 2015 to 2017. There were eight accidents in 2015, eight in 2016, and nine in 2017.

SURVEY RESULTS/RECOMMENDATION CONTINUED ON NEXT PAGE.

The 85th percentile speed on Sierra College Blvd. is 54 MPH. It is recommended that the speed limit remain at 50 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

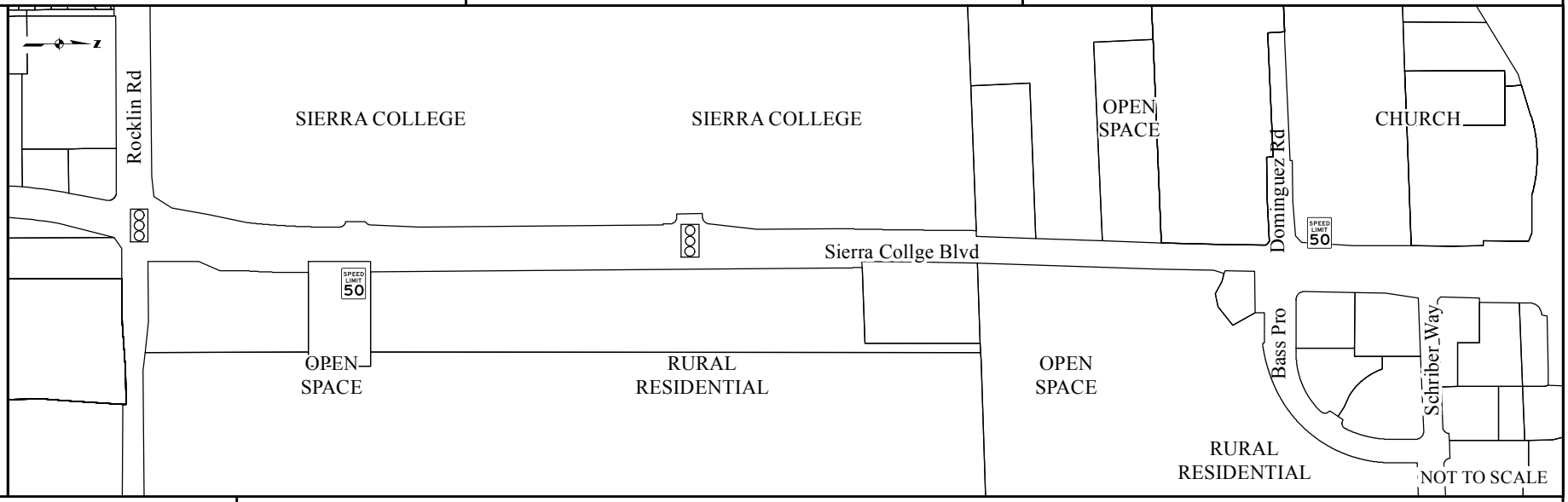
Speed Zone Survey

Road Name:

Sierra College Blvd.

Rocklin Rd. to Bass Pro

Strip Map



Roadway Width	60'
Number of Lanes	5
ADT	22,603
Divider Type	Painted
Critical Speed	54
Pace Speed	46 - 55
Existing Speed	50
Recommended Speed	50

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 50

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
25	23	24

Comments:

Class II bikeway on both sides of road.
Access to Sierra College.

Some Recovery Area		Moderate Traffic Volume	
School Site Access	X	No Recovery Area	X
		Heavy Traffic Volume	X

Street: Sierra College Blvd **Location:** Sierra College football stadium

Segment: Bass Pro - Rocklin Rd

Length: .66 Miles **Direction:** both

SPEED SURVEY

Date: 06/13/2018 **Day:** Wednesday **Time:** 11:43am - 11:53am

Weather: Sunny **Observer:** **Long/Nick**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1	1
		0
	1	1
	1	1
		0
60		0
59	1 1	2
58	1	1
57	1	1
56	1 1 1	3
55	1 1 1	3
54	1 1 1	3
53	1 1 1	3
52	1 1 1 1 1 1 1	7
51	1 1 1 1 1 1	6
50	1 1 1 1 1 1	6
49	1 1 1 1 1 1	6
48	1 1 1 1	4
47	1 1 1 1 1 1 1 1 1	9
46	1 1 1 1 1 1 1 1 1	9
45	1	1
44	1 1 1	3
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1	8
41	1 1 1	3
40	1	1
39	1 1 1	3
38	1 1 1 1 1 1	6
37	1	1
36	1 1	2
35	1	1
34	1	1
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	50	MPH
85th %:	54	MPH
Average:	47	MPH
Pace:	46 - 55	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	4	1
INJURY	0	0	3
FATAL	0	0	0
TOTAL	8	8	9

ROADWAY CONDITIONS

5 lane road, Bike lane on each side, No recovery area, Painted Center Median, 85 feet wide

DECLARED SPEED LIMIT: 50 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Rocklin Road to Roseville City Limit

DESCRIPTION/LOCATION

Sierra College Boulevard is a 5 lane arterial roadway from Rocklin Road to El Don with a concrete landscape median. There are 2 lanes travelling northbound and 3 lanes travelling southbound with bike lanes and no parking on both sides. The southbound #3 lane becomes a right turn only onto El Don Drive. From El Don Drive to Nightwatch Drive, there are 2 lanes travelling northbound, and 2 lanes travelling southbound with bike lanes and no parking on both sides, with a painted center median. From Nightwatch Drive to Scarborough Drive, there are 3 lanes travelling southbound, and 2 lanes travelling northbound, with a concrete landscape median. Sierra College Boulevard north of Nightwatch Drive has a steep grade with a horizontal curve and no raised center divider.

COLLISIONS

Accident records indicate that there were 39 collisions on Sierra College Blvd. from 2015 to 2017. There were 13 accidents in 2015, 14 in 2016, and 12 in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra College Blvd. is 56 MPH. It is recommended that the speed limit remain at 50 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

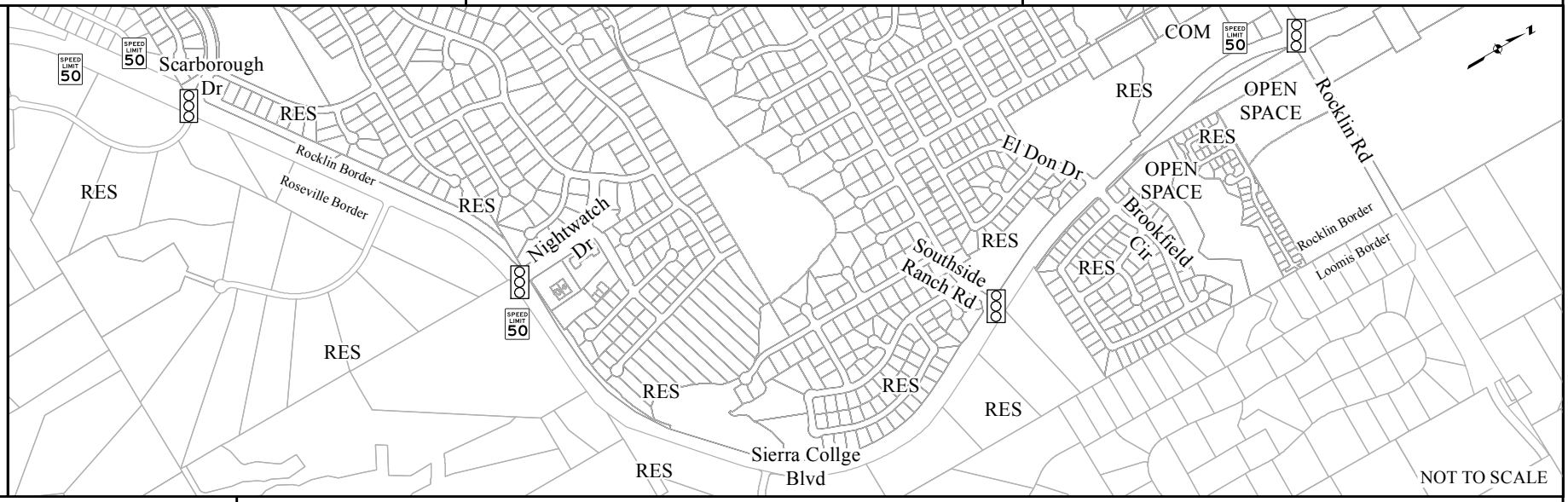
Speed Zone Survey

Road Name:

Sierra College Blvd.

Rocklin Rd. to Roseville City Limit

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	21,845
Divider Type	Raised Landscape
Critical Speed	56
Pace Speed	45 - 54
Existing Speed	50
Recommended Speed	50

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 50

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
13	14	12

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Sierra College Boulevard **Location:** Sunrise Senior Living Center

Segment: Rocklin Rd - Roseville City Limit

Length: 1.8 Miles **Direction:** Both

SPEED SURVEY

Date: 11/20/2018 **Day:** Tuesday **Time:** 2:25 pm - 3:04 pm

Weather: Clear **Observer:** **Jordan**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
	1	1
		0
	1	1
60	1 1	2
59	1 1 1 1	4
58	1 1 1 1	4
57	1 1 1 1 1 1 1 1 1 1 1	11
56	1 1 1 1 1 1 1 1 1 1 1 1	12
55	1 1 1 1 1 1 1	7
54	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	22
53	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23
52	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
51	1 1 1 1 1 1 1 1 1 1 1 1 1	12
50	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18
49	1 1 1 1 1 1 1 1 1 1 1 1 1	12
48	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18
47	1 1 1 1 1 1 1 1 1 1 1	11
46	1 1 1 1 1 1 1 1 1 1 1	11
45	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
44	1 1 1 1 1 1	6
43	1 1	2
42	1 1 1 1 1 1 1	7
41		0
40	1	1
39		0
38		0
37		0
36		0
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	213

SPEED DATA

Posted:	50	MPH
85th %:	56	MPH
Average:	51	MPH
Pace:	45 - 54	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	4	0
INJURY	1	0	2
FATAL	0	0	0
TOTAL	13	14	12

ROADWAY CONDITIONS

5 travel lanes, bike lanes on both sides, no recovery area, painted center median, 67 feet wide

DECLARED SPEED LIMIT: 50 MPH

09/26/2018
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/2018

SIERRA MEADOWS DRIVE
Pacific Street to Granite Drive

DESCRIPTION/LOCATION

Sierra Meadows Drive is a two-lane major collector that runs north-south and is 46 feet wide. It has a painted centerline as well as class II bikeways and parking lanes on both sides. Sierra Meadows Drive is a link between Granite Drive and Pacific Street and the street is signalized at these intersections. Sight distance is limited by several horizontal curves on the roadway. There is a pedestrian-actuated warning system for an uncontrolled crosswalk to the park.

Along Sierra Meadows Drive there is a church, daycare center, and neighborhood park as well as residential, commercial and industrial zones. There is also a regional UPS hub that produces a large amount of commercial traffic, including tractor/trailer combinations. Much of the traffic for the entire length of the roadway must enter from a parking lot or merge from the shoulder.

COLLISIONS

There have been eleven collisions on Sierra Meadows Dr. from 2015 to 2017. There were two in 2015, three in 2016, and five in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra Meadows Dr. is 38 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

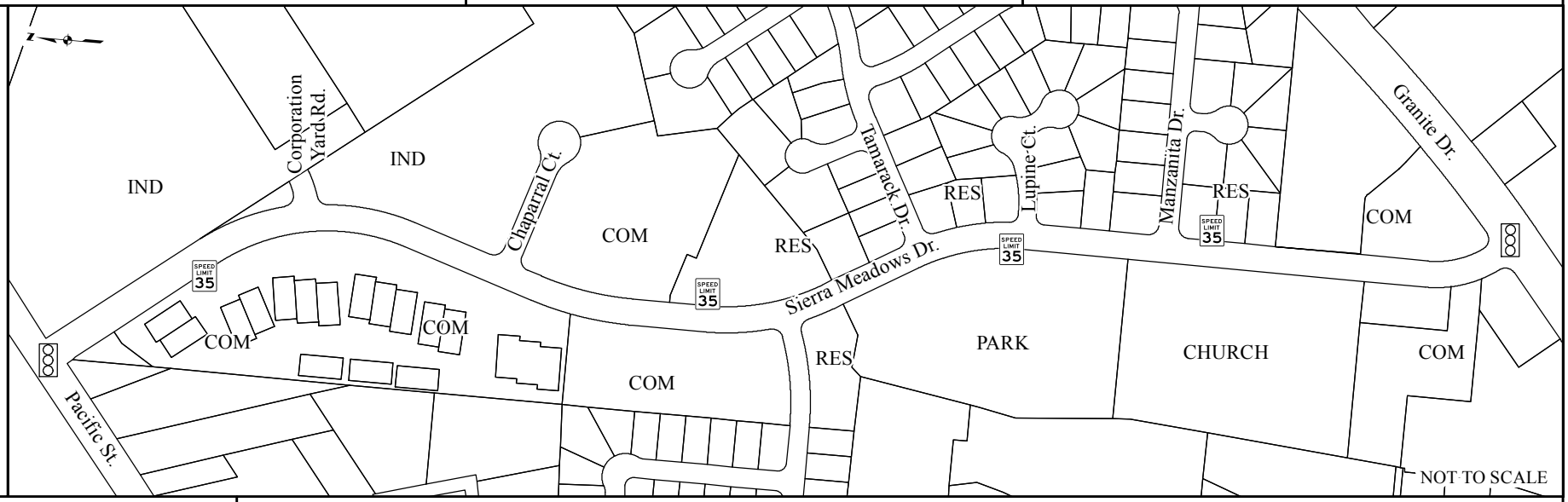
Speed Zone Survey

Road Name:

Sierra Meadows Dr.

Pacific St. to Granite Dr.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	6506
Divider Type	Raised Landscape
Critical Speed	38
Pace Speed	30 - 39
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	
Residence	X
Business	X
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	3	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X	Moderate Traffic Volume	X
School Site Access				Heavy Traffic Volume	

Street: Sierra Meadows **Location:** Tuttle Dr

Segment: Pacific - Granite

Length: 0.67 mi **Direction:** both

SPEED SURVEY

Date: 04/19/2018 **Day:** Thurs **Time:** 12:45 P.M. 1:50pm

Weather: Sunny **Observer:** **Ali D.**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1	1
41	1 1	2
40	1 1 1 1 1	5
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1	7
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
32	1 1 1 1 1 1 1 1	8
31	1 1 1 1 1 1 1 1 1 1 1	11
30	1 1 1 1 1 1 1	7
29	1 1 1	3
28	1 1 1	3
27	1 1	2
26		0
25		0
24		0
23		0
22	1	1
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	117

SPEED DATA

Posted:	35	MPH
85th %:	38	MPH
Average:	34	MPH
Pace:	30 - 39	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	2	3	6

ROADWAY CONDITIONS

2 travel lanes, bike lane on both side, 48' wide, retroreflector and non-retroreflector divider, street parking

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SOUTH GROVE STREET
Rocklin Road to Kannasto Street

DESCRIPTION/LOCATION

South Grove Street is a residential collector that runs North-South from Rocklin Road to Kannasto Street. From Rocklin Road to Winding Lane, there are class 2 bike lanes on both sides of the street and the roadway is divided by a painted double yellow roadway stripe. This segment of South Grove Street provides access to the Rocklin Police Department and the Rocklin DMV. From Winding Lane to Kannasto Way, the road widens to accommodate for street parking on both sides. This segment of the roadway provides access to medium and high-density housing.

There is no recovery area on South Grove Street. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

South Grove Street is part of the California Road System approved by FHWA and must be surveyed in order to be compliant with that program.

COLLISIONS

Accident records show that there was one collision on South Grove Street from 2020 to 2022. This collision occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on South Grove Street is 30 MPH. It is recommended that the speed limit remain at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

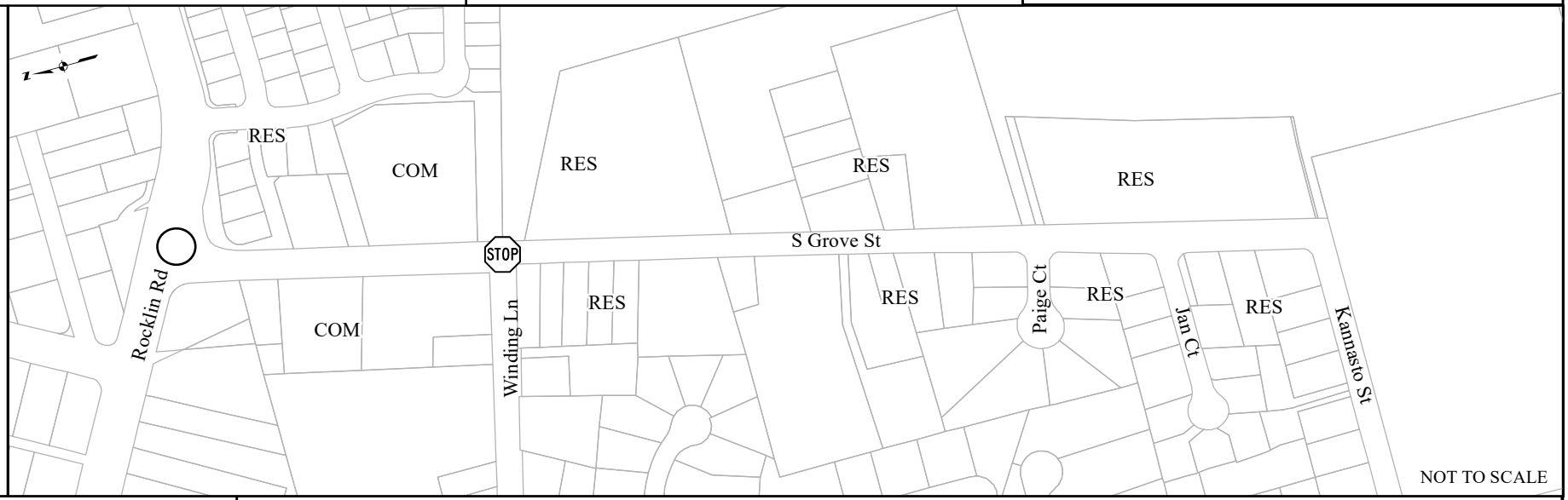
Speed Zone Survey

Road Name:

South Grove St.

Rocklin Rd to Kannasto St.

Strip Map



Roadway Width	34'
Number of Lanes	2
ADT	1723
Divider Type	None
Critical Speed	30
Pace Speed	22-31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal		Roundabout	
Commercial	COM	Stop Sign	STOP		
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25		

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2020	2021	2022
0	0	1

Comments:

Class 2 bikeway on both sides of the road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: South Grove Street **Location:** Street Light C11175

Segment: Rocklin Road - Kannasto Street

Length: 0.42 Miles **Direction:** Both

SPEED SURVEY

Date: 11/21/2022 **Day:** Monday **Time:** 9:10am - 10:15am

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37		0
36	1	1
35	1	1
34		0
33		0
32	1 1 1 1	4
31	1 1	2
30	1 1 1 1 1 1 1 1 1 1	10
29	1 1 1 1 1 1 1 1	8
28	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
25	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
24	1 1 1 1 1 1 1 1 1 1 1 1	12
23	1 1 1 1	4
22	1 1 1 1 1	5
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	25	MPH
85th %:	30	MPH
Average:	27	MPH
Pace:	22-31	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	1

ROADWAY CONDITIONS

2 travel lanes, painted double yellow centerline, bike lane on both sides, no recovery area, 34 feet wide. Road widens to 46 feet south of Kokila Ct to accommodate street parking on both sides

DECLARED SPEED LIMIT: 25 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

SOUTH WHITNEY BOULEVARD
Sunset Boulevard to Five Star Boulevard

DESCRIPTION/LOCATION

South Whitney Boulevard is a two-lane major residential collector with a parking lane and a class II bikeway on both sides, with a 25 foot wide landscaped median. It serves primarily medium and high-medium density housing. This street has residential driveways at approximately 50 ft. intervals.

There is no recovery area on South Whitney Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

South Whitney Boulevard connects Five Star Boulevard to Sunset Boulevard/Whitney Boulevard. This road is heavily traveled due to the shopping centers located off of Five Star Boulevard and its proximity to Hwy 65.

COLLISIONS

Collision records show that there were eighteen collisions on South Whitney Blvd. from 2015 to 2017. There were two collisions in 2015, nine in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on South Whitney Blvd. is 36 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

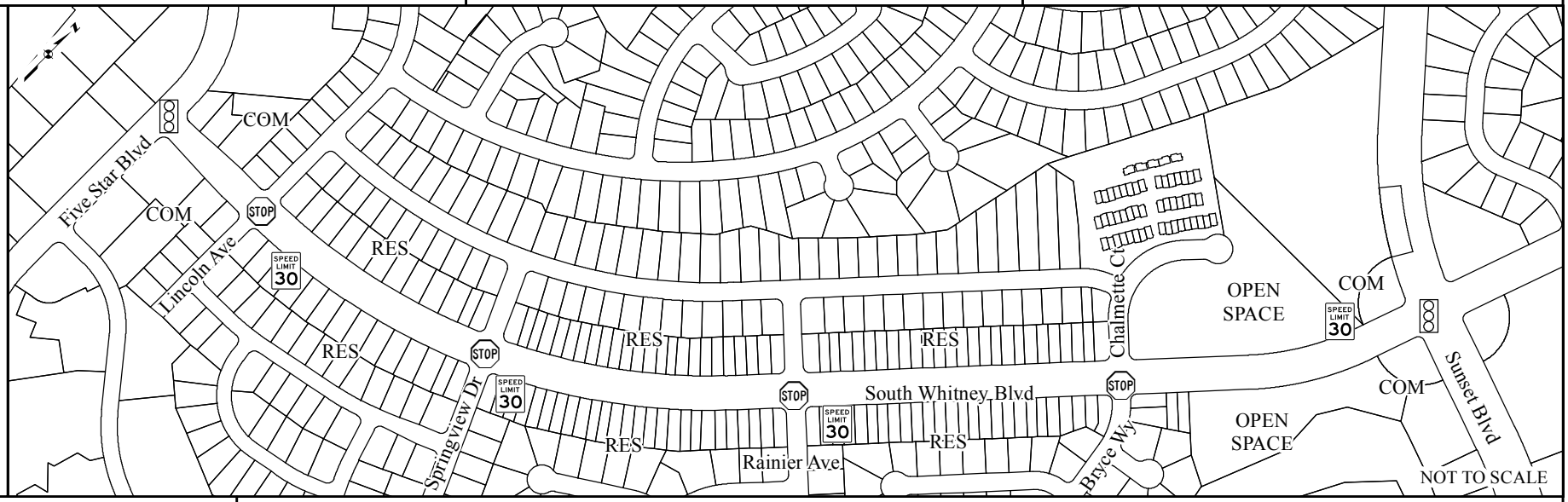
Speed Zone Survey

Road Name:

South Whitney Blvd.

Sunset Blvd. to Five Star Blvd.

Strip Map



Roadway Width	82'
Number of Lanes	2
ADT	5488
Divider Type	Raised Landscape
Critical Speed	36
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
2	9	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X	Moderate Traffic Volume	X
School Site Access				Heavy Traffic Volume	

Street: South Whitney **Location:** 2505 S. Whitney Blvd & 2510 S. Whitney Blvd

Segment: Sunset - Five Star

Length: .59 Miles **Direction:** Both

SPEED SURVEY

Date: 04/20/2018 **Day:** Friday **Time:** 2:20pm - 3:40pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42	1	1
41		0
40	1 1	2
39	1	1
38	1 1 1	3
37	1 1 1	3
36	1 1 1 1 1 1 1 1	8
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1 1	8
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1 1 1 1 1 1 1 1 1	13
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1	7
28	1 1 1	3
27	1 1 1 1 1 1	6
26		0
25	1	1
24	1 1	2
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	30	MPH
85th %:	36	MPH
Average:	32	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	2	9	7

ROADWAY CONDITIONS

2 travel lanes, street parking bike lane on each side, raised divider, 82 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SPRING CREEK DRIVE
Whitney Ranch Parkway to Ranch View Drive

DESCRIPTION/LOCATION

Spring Creek Drive is a two-lane collector that runs north-south. It has a class II bikeway on both sides and a striped center median. This street is bordered by open space and several residential neighborhoods.

Spring Creek Drive is stop-controlled at its intersection with Ranch View Drive and signalized at Whitney Ranch Parkway. This street experiences moderate traffic due to the adjoining residences and its close proximity to Whitney High School.

There is no recovery area on Spring Creek Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been three collisions on Spring Creek Dr. from 2015 to 2017. There were two collisions in 2015, one in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Spring Creek Dr. is 41 MPH. It is recommended that the speed limit remains at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

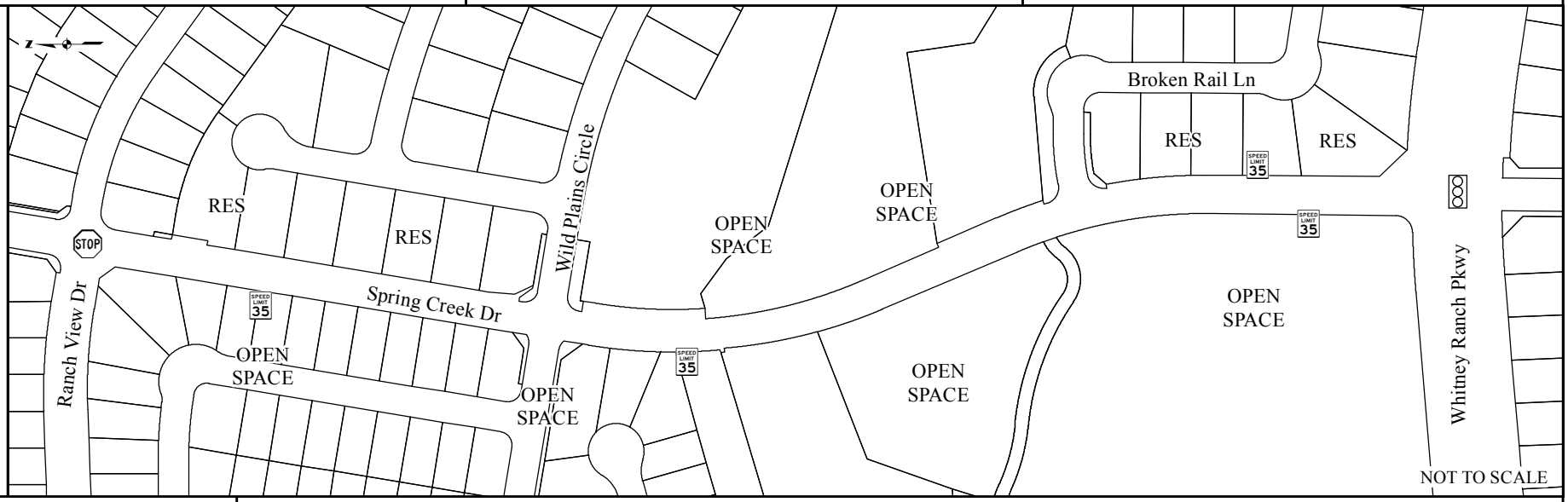
Speed Zone Survey

Road Name:

Spring Creek Dr.

Whitney Ranch Pkwy. to Ranch View Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	5481
Divider Type	Painted
Critical Speed	41
Pace Speed	33 - 42
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
2	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: Spring Creek **Location:** Broken Rail Ln c11034

Segment: Whitney Ranch - Ranch View

Length: .4 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 3:16pm - 4:06pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45	1	1
44	1 1	2
43	1 1	2
42	1 1 1	3
41	1 1 1 1 1 1 1	7
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1 1 1	13
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1 1 1 1 1	13
33	1 1 1 1 1 1	6
32		0
31	1 1 1	3
30	1 1 1	3
29		0
28	1	1
27		0
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	1	0

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SPRINGVIEW DRIVE
Springview Meadows Drive to Sunset Boulevard

DESCRIPTION/LOCATION

Springview Drive is a two-lane curvilinear major collector. It has a painted center line, an 8 foot parking lane, and a class II bikeway on both sides. Springview Drive serves several residential subdivisions and South Placer Municipal Utility District (SPMUD office.

There is no recovery area on Springview Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twenty-two collisions on Springview Dr. from 2015 to 2017. There were four collisions in 2015, eleven in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Springview Dr. is 40 MPH. It is recommended that the speed limit remains at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

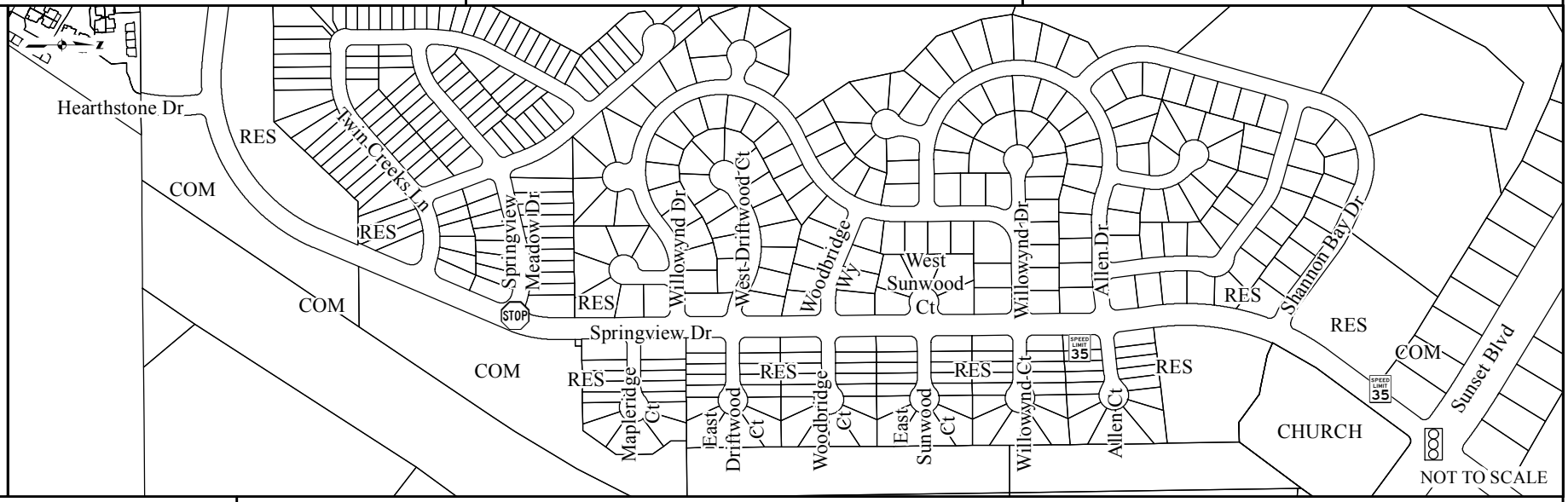
Speed Zone Survey

Road Name:

Springview Dr.

Springview Meadows Dr. to Sunset Blvd.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	5857
Divider Type	Painted
Critical Speed	40
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
4	11	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Springview Dr **Location:** E. Sunwood

Segment: Springview Meadows - Sunset

Length: .55 Miles **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 11:33am - 12:14pm

Weather: Sunny **Observer:** Long/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1	1
51		0
50		0
49		0
48	1	1
47	1	1
46		0
45		0
44	1	1
43		0
42	1 1 1 1	4
41	1 1 1	3
40	1 1 1 1 1 1 1 1	8
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1	5
37	1 1 1 1 1 1 1 1 1	9
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1 1 1 1	13
33	1 1 1 1	4
32	1 1 1 1	4
31	1 1 1 1 1 1	6
30	1 1 1 1 1 1	6
29	1	1
28		0
27	1	1
26	1 1	2
25		0
24		0
23		0
22		0
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	36	MPH
Pace:	31 - 40	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	4	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	11	7

ROADWAY CONDITIONS

46' wide, 2 lanes, bike lane on both sides, street parking, no recovery area, retroreflectors and non-retroreflectore divider

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SPRINGVIEW DRIVE
South Whitney Boulevard to Springview Meadows Drive

DESCRIPTION/LOCATION

Springview Drive is a two-lane curvilinear major collector. It has a painted center line, an 8 foot parking lane, and a class II bikeway on both sides. Springview Drive serves several residential subdivisions, a few apartment complexes, and an elementary school near Christopher Court. It has a high volume of pedestrians due to the school and high density residences.

There is no recovery area on Springview Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been eight collisions on Springview Dr. from 2015 to 2017. There were two collisions in 2015, three in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Springview Dr. is 34 MPH. It is recommended that the speed limit remains at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

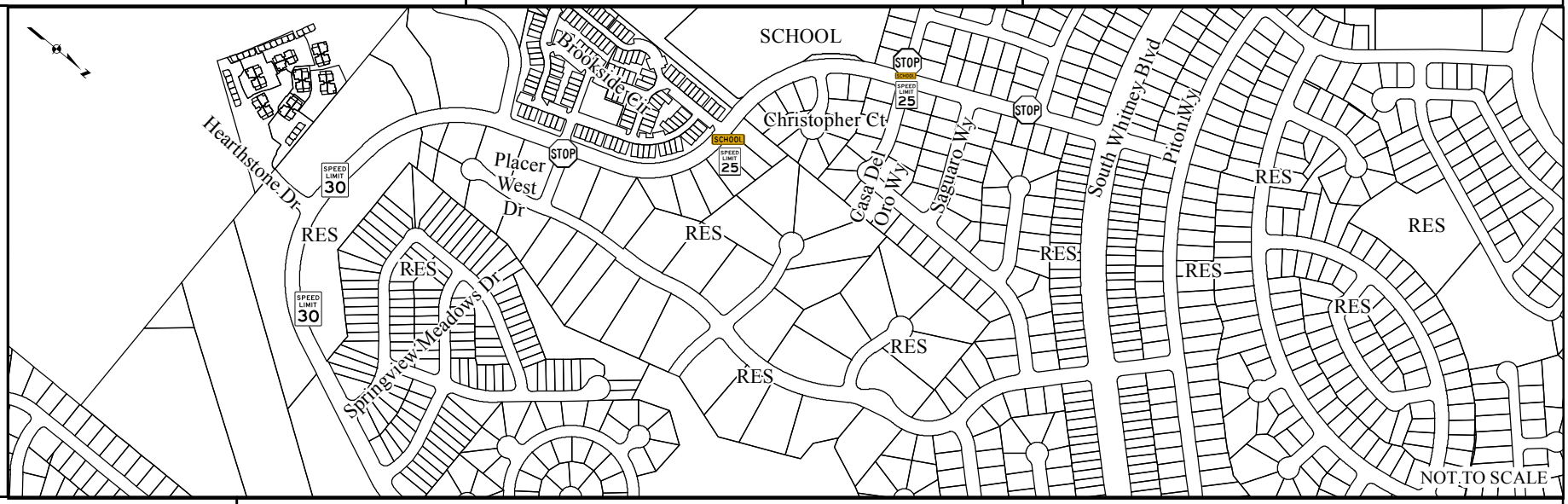
Speed Zone Survey

Road Name:

Springview Dr.

South Whitney Blvd. to Springview Meadows Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	3868
Divider Type	Painted
Critical Speed	34
Pace Speed	26 - 35
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	3	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume: X

Heavy Traffic Volume:

173

Street: Springview Dr **Location:** Saguaro

Segment: South Whitney - Springview Meadows

Length: .67 Miles **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 12:17pm - 12:50pm

Weather: Sunny **Observer:** Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54	1	1
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1 1	2
38	1	1
37	1 1 1	3
36	1 1 1 1 1	5
35	1 1	2
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1	5
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1 1 1 1 1	11
28	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
27	1 1 1 1	4
26	1 1 1 1 1 1 1	7
25	1 1 1 1	4
24		0
23	1	1
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**103**

SPEED DATA

Posted:	30	MPH
85th %:	34	MPH
Average:	31	MPH
Pace:	26 - 35	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	2	3	3

ROADWAY CONDITIONS

2 lanes, Bike lane on each side, street parking, 46' wide, no recovery area, retroreflector and non-retroreflector divider

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

STANFORD RANCH ROAD
City of Roseville Limit to Park Drive

DESCRIPTION/LOCATION

Stanford Ranch Road is a four lane divided minor arterial with a raised landscaped median, curb, gutter and sidewalk with 15 feet of landscaping on both sides of the roadway. This roadway serves many residential and commercial developments, connects with many other arterial and collector roadways and provides access to State Route 65 via Roseville. Along this segment are many housing divisions and an elementary school that can only be accessed through Stanford Ranch Road. The abutting speed limit in the City of Roseville is 40 MPH.

At the intersection of Stanford Ranch Road and Sunset Boulevard, substantial traffic volumes are produced due to adjacent commercial centers. This intersection has one of the highest continuous traffic volumes in the City of Rocklin. Rocklin High School also has direct access to Stanford Ranch Road. In addition to the high school, Stanford Ranch Road serves a fire station and senior living apartments. The area between Crest Drive and Park Drive is heavily traveled by pedestrians, bicyclists, and vehicles as a result of the school, especially during the morning and afternoon hours.

Stanford Ranch has no recovery area and is bound by curb, gutter and sidewalk.

COLLISIONS

There have been 95 collisions on Stanford Ranch Rd. from 2015 to 2017. There were twenty-nine collisions in 2015, thirty-six in 2016, and thirty in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Stanford Ranch Rd. is 47 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Stanford Ranch Rd.

Roseville Border to Park Dr.

Strip Map



Roadway Width	84'
Number of Lanes	4
ADT	17,414
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	39 - 48
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
29	36	30

Comments:
Class II bikeway on both sides of road.
Heavy pedestrian volume due to High School

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Stanford Ranch **Location:** Cobblestone

Segment: Roseville Border - Park

Length: 1.84 Miles **Direction:** both

SPEED SURVEY

Date: 05/15/2018 **Day:** Tuesday **Time:** 9:20am - 10:15pm

Weather: Cloudy **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1 1	2
54		0
53	1	1
52		0
51		0
50		0
49	1 1 1 1	4
48	1 1 1	3
47	1 1 1 1 1 1	6
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1 1 1 1 1 1 1 1	13
44	1 1 1 1 1 1	6
43	1 1 1 1 1 1 1 1 1	9
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1	5
40	1 1 1 1 1 1 1 1 1 1 1	11
39	1 1 1 1 1 1	6
38	1 1 1 1	4
37	1 1 1	3
36	1 1	2
35	1 1 1 1	4
34	1 1 1	3
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	43	MPH
Pace:	39 - 48	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	10	7	6
INJURY	0	0	0
FATAL	0	0	0
TOTAL	29	36	30

ROADWAY CONDITIONS

4 travel lanes with landscape median, bike lanes on both sides, no recovery area. 84 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

STANFORD RANCH ROAD
Park Drive to West Oaks Boulevard

DESCRIPTION/LOCATION

Stanford Ranch Road is a four lane divided minor arterial with a raised landscaped median, curb, gutter and sidewalk with 15 feet of landscaping on both sides of the roadway. This roadway serves medium density housing and borders open space. There is a signalized intersection along this segment at Darby Road.

Stanford Ranch Road is bound by curb, gutter, sidewalk, and signalized intersections.

COLLISIONS

There have been twenty-two collisions on Stanford Ranch Rd. from 2015 to 2017. There were eight collisions in 2015, seven in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Stanford Ranch Rd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

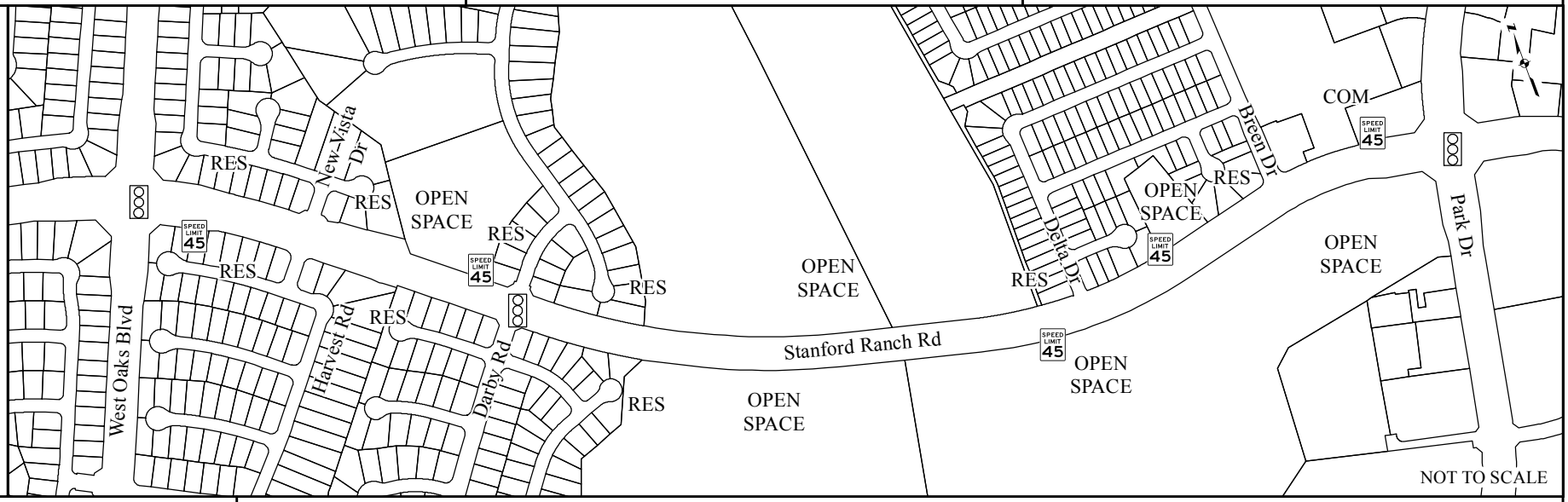
Speed Zone Survey

Road Name:

Stanford Ranch Rd.

Park Dr. to West Oaks Blvd.

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	15,228
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
8	7	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Stanford Ranch **Location:** Park - Darby

Segment: Park - West Oaks

Length: .92 Miles **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 1:50pm -2:07 pm

Weather: sunny **Observer:** long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
	1	1
		0
		0
		0
60		0
59		0
58		0
57	1 1 1 1	4
56	1	1
55	1 1 1 1 1	5
54	1 1	2
53	1 1 1	3
52	1 1 1 1 1	5
51	1 1 1 1 1 1 1 1 1 1 1	11
50	1 1 1 1 1 1 1 1 1 1	10
49	1 1 1 1 1 1	6
48	1 1 1 1 1 1 1	7
47	1 1 1 1 1	5
46	1 1 1 1 1 1 1 1 1 1	10
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1	8
43	1 1 1 1 1	5
42	1 1 1	3
41	1 1 1 1 1 1	6
40	1 1 1 1 1 1	6
39	1	1
38	1	1
37	1	1
36		0
35	1	1
34		0
33	1	1
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**110**

SPEED DATA

Posted:	**45**	**MPH**
85th %:	**52**	**MPH**
Average:	**47**	**MPH**
Pace:	**42 - 51**	**MPH**

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	8	7	7

ROADWAY CONDITIONS

4 travel lanes, Lanscape median, bike lane on both sides, no recovery area, 80 feet wide

DECLARED SPEED LIMIT: 45 **MPH**

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Highway 65 to Blue Oaks Boulevard

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway which has the consistently high traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment is curvilinear with three lanes in each direction. It connects Lincoln and Roseville to Rocklin via State Route 65. It serves a largely commercial and retail zoned area with a large apartment complex at the intersection of Blue Oaks and Sunset Boulevard.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been forty-six collisions on Sunset Blvd. from 2015 to 2017. There were twenty collisions in 2015, twenty in 2016, and six in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 47 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

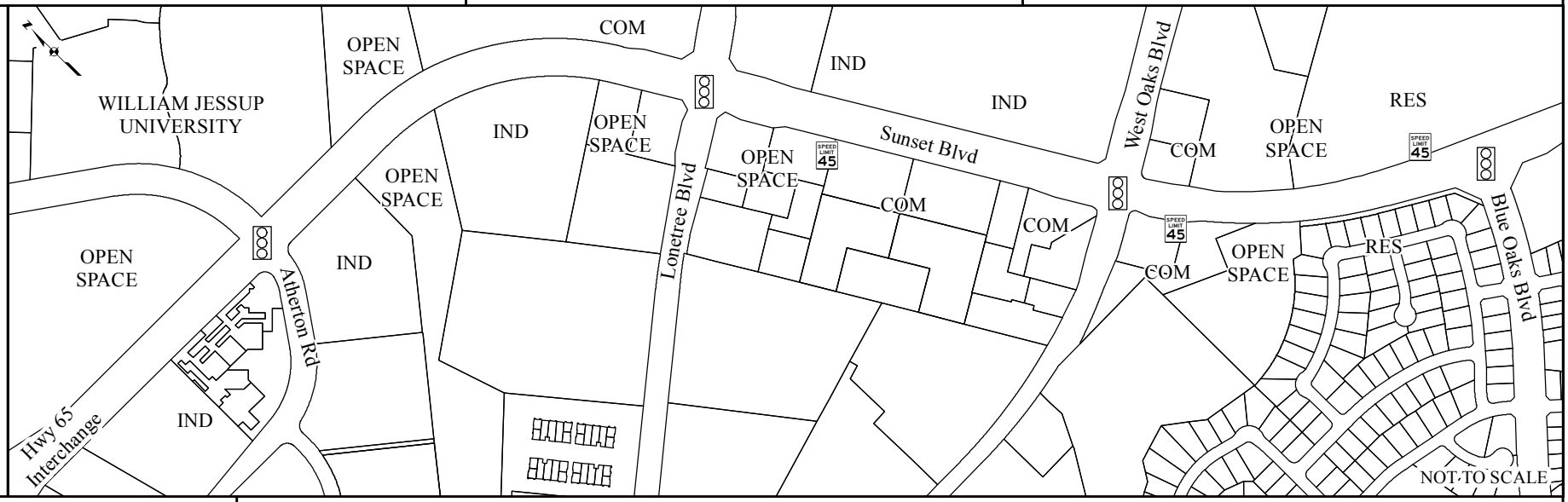
Speed Zone Survey

Road Name:

Sunset Blvd.

Highway 65 to Blue Oaks Blvd.

Strip Map



Roadway Width	108'
Number of Lanes	6
ADT	23,176
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	40 - 49
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
20	20	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Sunset **Location:** Sutter Medical Foundation

Segment: Highway 65 - Blue Oaks

Length: 1.16 mi **Direction:** both

SPEED SURVEY

Date: 06/25/2018 **Day:** Monday **Time:** 10:36 -11:07 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
	1	1
60		0
59		0
58	1	1
57		0
56	1	1
55	1	1
54		0
53	1	1
52	1	1
51	1 1	2
50	1 1	2
49	1 1 1	3
48	1 1 1 1	4
47	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
46	1 1 1 1 1 1 1 1	8
45	1 1 1 1 1 1	6
44	1 1 1 1 1 1 1 1 1 1 1 1 1	13
43	1 1 1 1 1 1	6
42	1 1 1 1 1 1 1	7
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1	10
39	1 1 1	3
38	1 1	2
37	1 1 1	3
36	1 1	2
35	1	1
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**101**

SPEED DATA

Posted:	45	MPH
85th %:	47	MPH
Average:	44	MPH
Pace:	40-49	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	1	0
INJURY	0	2	1
FATAL	0	0	0
TOTAL	20	20	6

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both side, no recover area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Blue Oaks Boulevard to Park Drive

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is linear with three lanes in each direction. It serves medium and high density housing on both sides of the road with a commercial retail center at the intersection of Park Drive.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been thirty-four collisions on Sunset Blvd. from 2015 to 2017. There were thirteen collisions in 2015, seven in 2016, and fourteen in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

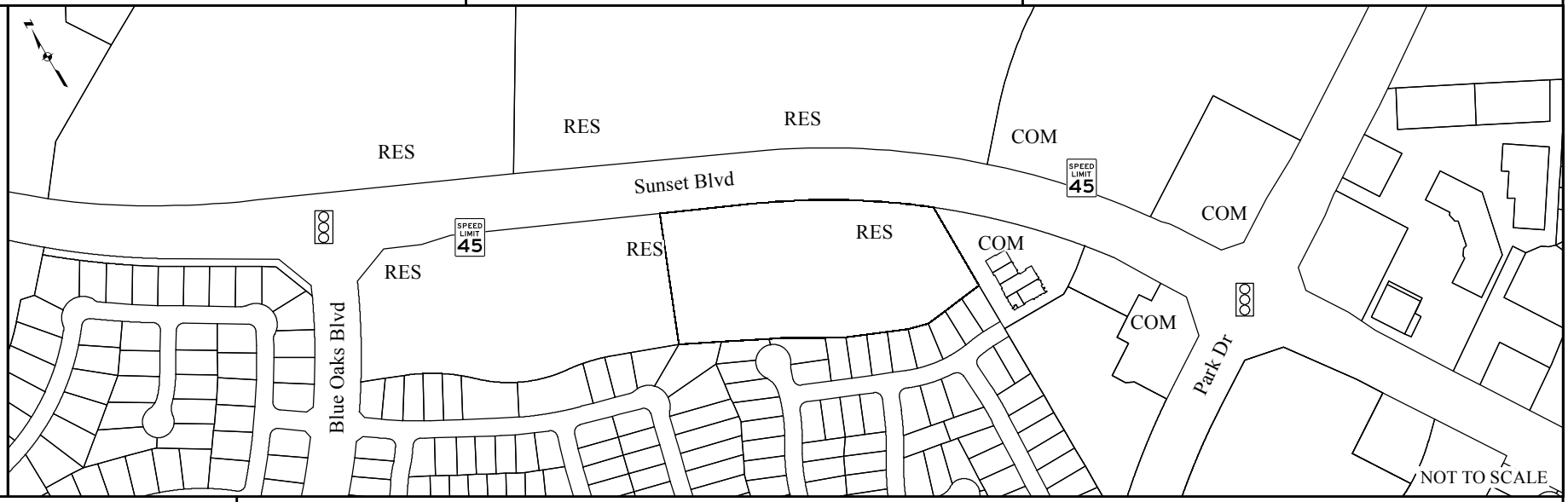
Speed Zone Survey

Road Name:

Sunset Blvd.

Blue Oaks Blvd. to Park Dr.

Strip Map



Roadway Width	102'
Number of Lanes	6
ADT	23,176
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
13	7	14

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Sunset **Location:** Meridan / Sunset Summit

Segment: Blue Oaks - Park

Length: 0.46 mi **Direction:** both

SPEED SURVEY

Date: 04/18/2018 **Day:** Wed **Time:** 10:10 A.M. - 10:42 A.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59	1 1	2
58	1	1
57		0
56	1 1	2
55	1 1	2
54	1 1	2
53	1 1 1 1	4
52	1 1 1 1 1	5
51	1 1 1 1	4
50	1 1 1 1 1 1 1 1 1	9
49	1 1 1 1	4
48	1 1 1 1 1 1 1 1	8
47	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
46	1 1 1	3
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1 1 1 1	8
43	1 1 1 1 1	5
42	1 1 1 1 1 1 1 1	8
41	1 1	2
40	1 1 1 1 1	5
39	1	1
38	1 1	2
37		0
36	1	1
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	47	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	7	1	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	13	7	14

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both side, no recover area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Park Drive to Stanford Ranch Road

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is linear with three lanes each direction. It serves medium and high density housing with commercial retail centers at the intersection of Stanford Ranch Road and Park Drive.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twenty-seven collisions on Sunset Blvd. from 2015 to 2017. There were ten collisions in 2015, ten in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

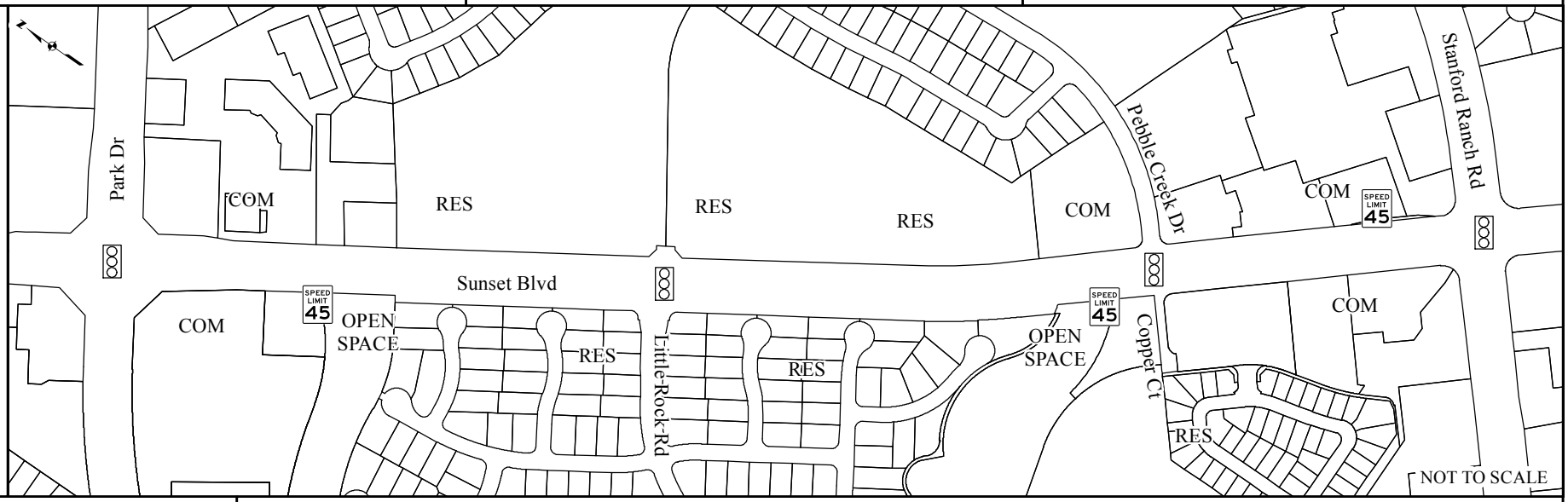
Speed Zone Survey

Road Name:

Sunset Blvd.

Park Dr. to Stanford Ranch Rd.

Strip Map



Roadway Width	102'
Number of Lanes	6
ADT	21,100
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
10	10	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Sunset **Location:** Bank of America

Segment: Park - Stanford Ranch

Length: 0.71 mi **Direction:** both

SPEED SURVEY

Date: 04/17/2018 **Day:** Tues **Time:** 3:10 P.M. - 4:00 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1 1	2
58	1	1
57	1 1	2
56	1 1	2
55	1	1
54	1	1
53	1 1 1	3
52	1 1 1 1	4
51	1 1 1	3
50	1 1 1 1 1 1 1 1	8
49	1 1 1 1 1	5
48	1 1 1	3
47	1 1 1 1 1 1 1 1 1	9
46	1 1 1 1 1 1 1 1 1 1	10
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1 1 1	10
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1 1 1 1	8
41	1 1 1	3
40	1 1 1	3
39	1 1	2
38	1	1
37	1	1
36	1 1	2
35		0
34		0
33		0
32	1	1
31	1	1
30	1	1
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	46	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	5	1	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	10	10	7

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both side, no recover area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Stanford Ranch Road to Whitney Boulevard

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is curvilinear with two lanes in each direction. It serves a high and medium density housing, with access to an elementary school and an event center.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been seventy-seven collisions on Sunset Blvd. from 2015 to 2017. There were seventeen collisions in 2015, thirty-five in 2016, and twenty-five in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 44 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

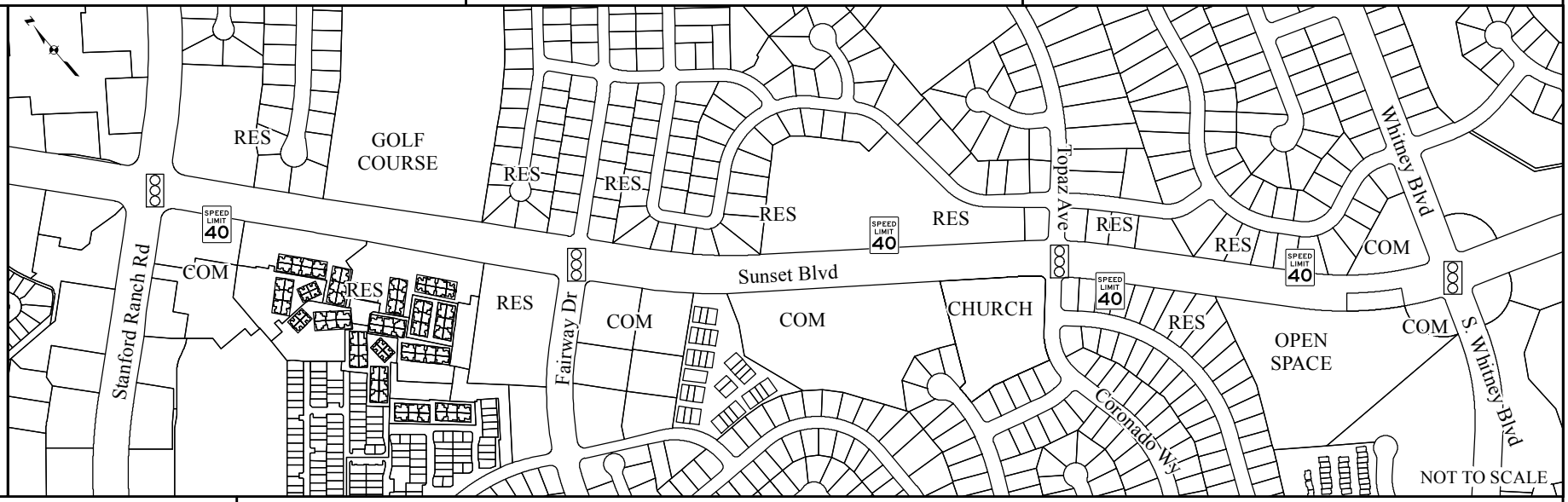
Speed Zone Survey

Road Name:

Sunset Blvd

Stanford Ranch Rd. to Whitney Blvd.

Strip Map



Roadway Width	84'
Number of Lanes	4
ADT	20,080
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	34 - 43
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
17	35	25

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Sunset **Location:** Coronado

Segment: Stanford Ranch - Whitney

Length: 0.93 mi **Direction:** both

SPEED SURVEY

Date: 05/23/2018 **Day:** Wednesday **Time:** 1:58-2:16 /2:22-2:34 PM

Weather: Sunny **Observer:** **Nick**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1	1
54		0
53		0
52	1	1
51	1	1
50		0
49	1	1
48	1	2
47	1	2
46		0
45	1 1 1 1 1	5
44	1 1	2
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1 1	7
41	1 1 1 1	4
40	1 1 1 1 1 1 1	7
39	1 1 1 1 1 1 1 1 1 1 1	11
38	1 1 1 1 1 1 1 1 1 1 1	11
37	1 1 1 1 1 1 1 1 1 1 1 1	12
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1	8
33	1 1	2
32	1 1	2
31	1	1
30		0
29		0
28		0
27	1	1
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	39	MPH
Pace:	34-43	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	10	7
INJURY	1	1	3
FATAL	0	0	0
TOTAL	17	35	25

ROADWAY CONDITIONS

4 travel lanes, raised median with bike lanes on both sides. No recovery area, 82 ft wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Whitney Boulevard to Pacific Street

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas. The northwestern portion of Sunset Boulevard also serves as an STAA truck route.

This segment of Sunset Boulevard serves commercial retail, high and medium density housing, and professional office parcels. There are two lanes in each direction and during peak traffic hours this segment becomes congested. This portion of Sunset Boulevard crossed over the Union Pacific Railroad near Pacific Street

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been eighty-four collisions on Sunset Blvd. from 2015 to 2017. There were eighteen collisions in 2015, thirty-five in 2016, and thirty-one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 47 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

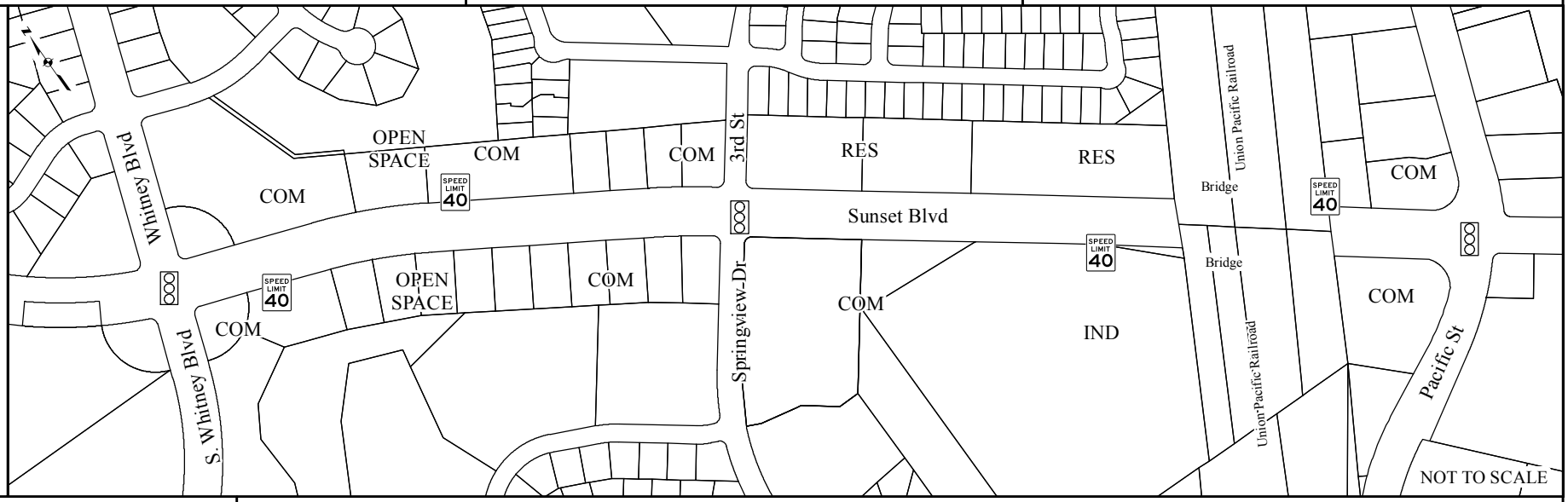
Speed Zone Survey

Road Name:

Sunset Blvd.

Whitney Blvd. to Pacific St.

Strip Map



Roadway Width	110'
Number of Lanes	4
ADT	33,166
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	38 - 47
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
18	35	31

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Sunset Blvd. **Location:** Southern Pacific Pipe Line driveway and Red light at Sunset-3rd St.

Segment: Pacific - Whitney

Length: 0.37 mi **Direction:** Both

SPEED SURVEY

Date: 04/11/2018 **Day:** Wed **Time:** 12:15 P.M. - 1:00 P.M. 1:05 P.M. - 1:31 P.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56		0
55		0
54	1 1	2
53	1	1
52	1 1	2
51	1 1	2
50	1 1 1 1 1	5
49	1 1	2
48	1 1 1 1 1 1 1 1 1	9
47	1 1 1 1 1 1	6
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
43	1 1 1 1 1 1 1 1 1 1 1 1 1	13
42	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
41	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	24
39	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1	13
37	1 1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1	2
34	1 1 1 1	4
33	1 1	2
32	1 1	2
31	1 1	2
30		0
29		0
28	1	1
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**204**

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	42	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	11	6
INJURY	3	1	3
FATAL	0	0	0
TOTAL	18	35	31

ROADWAY CONDITIONS

4 travel lanes, bike lanes on each side, no recovery area, landscape center median, 112 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Pacific Street to Woodside Drive

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is linear and serves a commercial retail centers, and medium-high density housing.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twenty-two collisions on Sunset Blvd. from 2015 to 2017. There were five collisions in 2015, seven in 2016, and ten in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 37 MPH. It is recommended that the speed limit remains at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

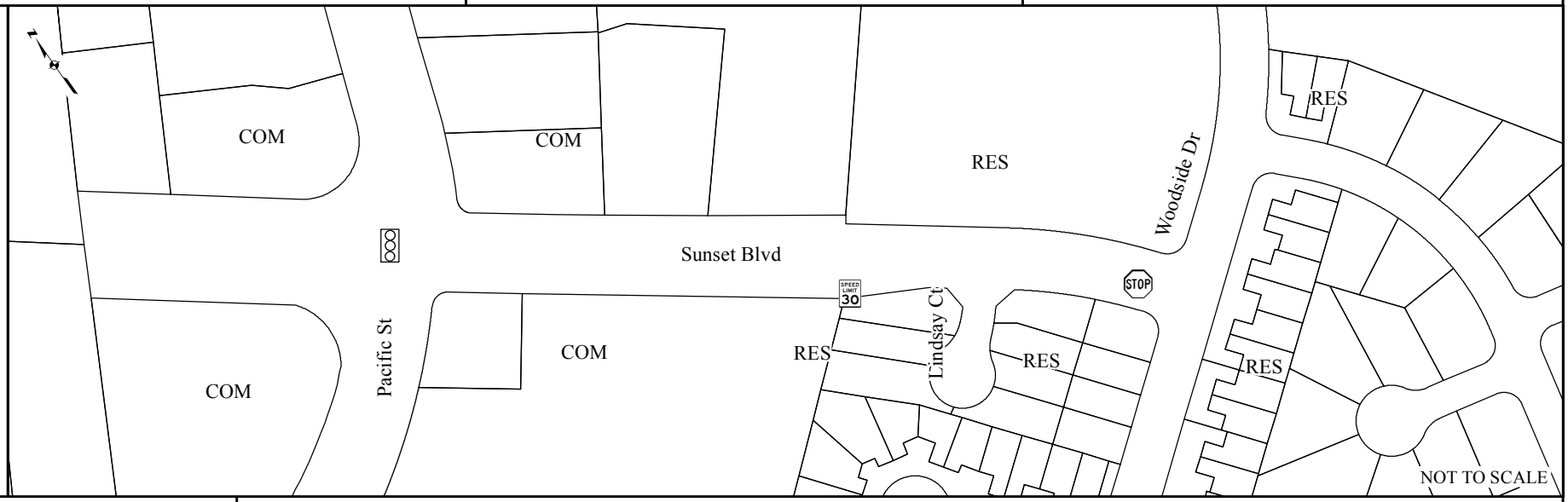
Speed Zone Survey

Road Name:

Sunset Blvd.

Pacific St. to Woodside Dr.

Strip Map



Roadway Width	84'
Number of Lanes	4
ADT	2917
Divider Type	Raised Landscape
Critical Speed	37
Pace Speed	27 - 38
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
5	7	10

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Sunset Blvd. **Location:** Hurley Company LLC's Driveway

Segment: Pacific - Woodside

Length: 0.18 mi **Direction:** Both

SPEED SURVEY

Date: 04/11/2018 **Day:** Wed **Time:** 1:40 P.M. - 2:51 P.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41	1 1 1	3
40	1 1	2
39	1	1
38	1 1 1 1 1 1 1	7
37	1 1 1	3
36	1 1 1 1	4
35	1 1 1 1 1 1 1	7
34	1 1 1 1 1	5
33	1 1 1 1	4
32	1 1 1 1 1 1	6
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1	10
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1 1	6
27	1 1 1 1 1	5
26	1 1 1 1	4
25	1 1 1 1 1	5
24	1 1 1	3
23	1 1 1	3
22	1 1	2
21		0
20	1	1
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	31	MPH
Pace:	27 - 38	MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	1	2	2
INJURY	0	0	1
FATAL	0	0	0
TOTAL	5	7	10

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, painted 2 way left turn center median, 89 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

TOPAZ AVENUE
Sunset Boulevard to Whitney Boulevard

DESCRIPTION/LOCATION

Topaz Avenue is a residential collector that connects Whitney Boulevard (Major Collector) to Sunset Boulevard (Principle arterial). It serves residential homes on both sides and provides access to Parker Whitney Elementary school. There are three school crosswalks, one at Ruby Court, one at 5130 Topaz Avenue, and one between 5165 Topaz Avenue and Parker Whitney Elementary School. There is parking on both sides of the street and no bike lanes on either side. In front of the school there are fire lanes marked by red curbs and loading and unloading zones between marked by white curbs and signs from 8 AM to 4 PM. There is no raised center median.

There is no recovery area on Topaz Avenue It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been nine collisions on Topaz Ave. from 2015 to 2017. There were three collisions in 2015, three in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 32 MPH. It is recommended that the speed limit remains at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

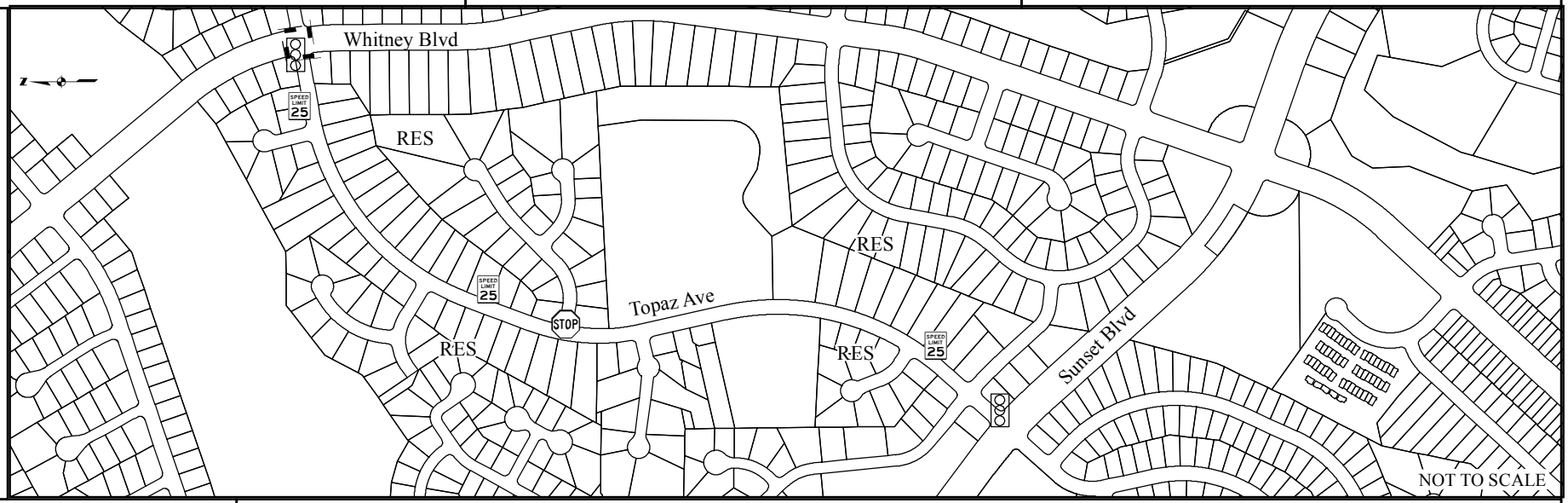
Speed Zone Survey

Road Name:

Topaz Ave.

Sunset Blvd to Whitney Ave

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	2625
Divider Type	Non-Retroreflective yellow markers
Critical Speed	32
Pace Speed	25 - 34
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	

Collision History:

2015	2016	2017
3	3	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Topaz **Location:** 5220 Topaz

Segment: Sunset - Whitney

Length: 0.68 Miles **Direction:** both

SPEED SURVEY

Date: 06/20/2018 **Day:** Wednesday **Time:** 11:37am - 12:42pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38	1 1	2
37	1	1
36		0
35	1	1
34	1 1 1 1	4
33	1 1 1 1 1	5
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1	9
29	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
28	1 1 1 1 1 1 1 1	8
27	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
26	1 1 1 1 1 1 1 1	8
25	1 1 1	3
24	1 1 1	3
23	1 1	2
22	1 1 1 1	4
21	1 1	2
20	1 1	2
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	29	MPH
Pace:	25 - 34	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	3	3	3

ROADWAY CONDITIONS

2 travel lanes, no bike lanes, no recovery area, non retroreflective yellow marker median, 39 feet wide

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

UNIVERSITY AVENUE
Sunset Boulevard to Whitney Ranch Parkway

DESCRIPTION/LOCATION

University Avenue is a curvilinear minor arterial that runs north-south between Sunset Boulevard and Whitney Ranch Parkway. From Sunset Boulevard to Larkspur Drive, University Avenue is a two-lane road with a painted center median and a bike lane on the east side of the northbound lane. This portion of University Avenue provides access to William Jessup University. From Larkspur Drive to Whitney Ranch Parkway, University Avenue is a four-lane road with a raised center median and a bike lane on both sides.

There is no recovery area along University Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were twelve collisions on University Avenue from 2020 to 2022. Two collisions occurred in 2020, two collisions occurred in 2021, and eight collisions occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on University Avenue is 44. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

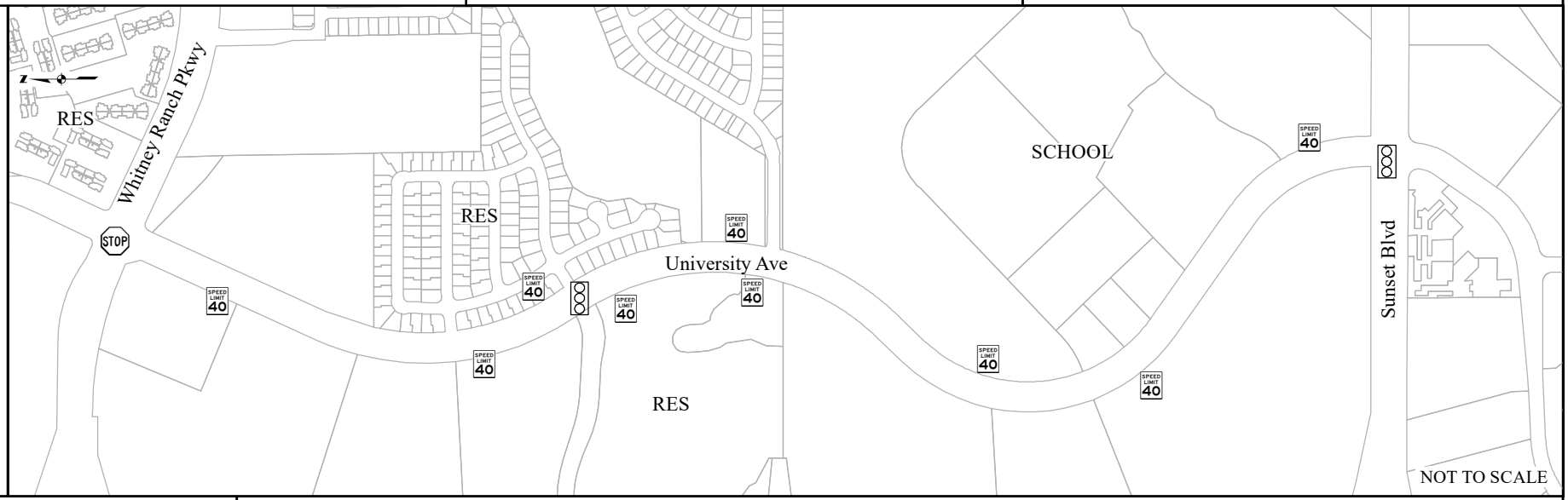
Speed Zone Survey

Road Name:

University Ave.

Sunset Blvd. to Whitney Ranch Pkwy.

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	1242
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	35-44
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	40

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2020	2021	2022
2	2	8

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: University Avenue **Location:** Street Light C12175

Segment: Sunset Boulevard - Whitney Ranch Parkway

Length: 1.07 Miles **Direction:** Both

SPEED SURVEY

Date: 11/17/2022 **Day:** Thursday **Time:** 9:30am - 10:45am

Weather: Sunny **Observer:** Jose

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50	1	1
49		0
48	1	1
47	1 1	2
46	1 1 1 1	4
45	1 1 1	3
44	1 1 1 1 1 1	6
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1 1 1 1 1 1	10
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1	4
35	1 1 1 1 1 1	6
34	1 1	2
33	1 1 1	3
32	1	1
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	40	MPH
Pace:	35-44	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	2	2	5
INJURY	0	0	3
FATAL	0	0	0
TOTAL	2	2	8

ROADWAY CONDITIONS

2 travel lanes in each direction, painted and raised medians, bike lanes on both sides, no recovery area, 72 feet wide

DECLARED SPEED LIMIT: 40 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

UNIVERSITY AVENUE
Whitney Ranch Parkway to Ranch View Drive

DESCRIPTION/LOCATION

University Avenue is a minor arterial that runs north-south between Whitney Ranch Parkway and Ranch View Drive. There are two travel lanes divided by a painted double yellow roadway stripe and a bike lane on the east side of the northbound lane.

There is no recovery area on University Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were three collisions on University Avenue from 2020 to 2022. Those collisions occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on University Avenue is 42 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

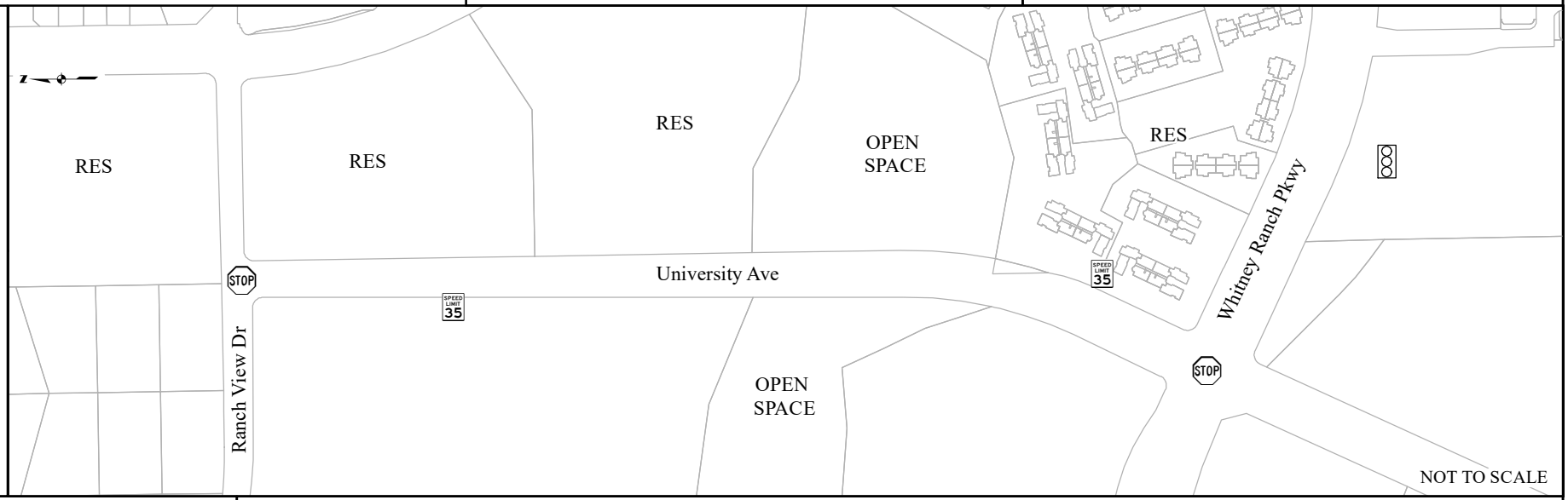
Speed Zone Survey

Road Name:

University Ave

Whitney Ranch Pkwy. to Ranch View Dr.

Strip Map



Roadway Width	30
Number of Lanes	4
ADT	3286
Divider Type	Raised Landscape
Critical Speed	42
Pace Speed	33-42
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2020	2021	2022
0	0	3

Comments:

Class II bikeway on east side of road.

Some Recovery Area	☐	No Recovery Area	☒	Moderate Traffic Volume	☒
School Site Access	☐			Heavy Traffic Volume	☐

Street: University Avenue **Location:** Street Light #11470

Segment: Whitney Ranch Parkway - Ranch View Drive

Length: 0.44 Miles **Direction:** Both

SPEED SURVEY

Date: 11/17/2022 **Day:** Thursday **Time:** 2:30pm - 3:00pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52		0
51	1	1
50		0
49		0
48		0
47	1	1
46	1 1	2
45	1 1	2
44	1 1 1	3
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1 1 1 1 1	12
41	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1	8
35	1 1 1	3
34	1 1 1	3
33	1 1 1 1 1	5
32	1 1	2
31	1	1
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	42	MPH
Average:	39	MPH
Pace:	33-42	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	2
INJURY	0	0	0
FATAL	0	0	1
TOTAL	0	0	3

ROADWAY CONDITIONS

2 travel lanes, painted double yellow centerline, bike lane on one side, no recovery area, 30 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

WEST OAKS BOULEVARD
Lonetree Boulevard to Sunset Boulevard

DESCRIPTION/LOCATION

West Oaks Boulevard is an minor arterial roadway that provides access to a park, high density housing and multiple retailers. It has a combination of a raised median and a two-way left turn lane along with a class II bike lane on both sides of the roadway for its entire length. This segment serves a park, high density housing and multiple retailers.

There is no recovery area on West Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twelve collisions on West Oaks Blvd. from 2015 to 2017. There were four collisions in 2015, six in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 48 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

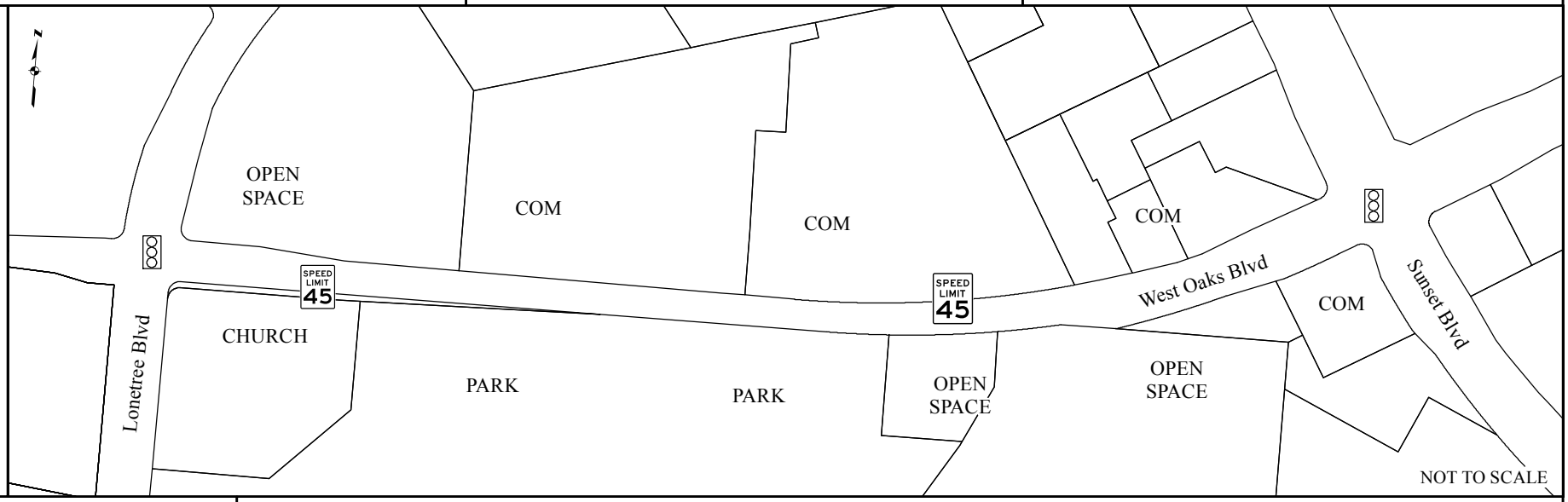
Speed Zone Survey

Road Name:

West Oaks Blvd.

Lonetree Blvd. to Sunset Blvd.

Strip Map



Roadway Width	44'
Number of Lanes	2
ADT	3678
Divider Type	Raised Landscape
Critical Speed	48
Pace Speed	36 - 45
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
4	6	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒	Moderate Traffic Volume	☒
School Site Access	☐			Heavy Traffic Volume	☐

Street: West Oaks **Location:** Lonetree Park

Segment: Lone Tree - Sunset

Length: .5 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 1:37pm - 2:09pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1 1	2
54	1	1
53	1	1
52	1	1
51	1	1
50	1 1 1 1	4
49	1 1 1 1	4
48	1 1	2
47	1 1 1 1 1	5
46	1	1
45	1 1 1 1 1 1 1 1 1	9
44	1 1 1 1 1 1 1	7
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1	6
37	1 1 1 1 1 1	6
36	1 1 1 1 1	5
35	1 1 1	3
34	1	1
33		0
32	1 1 1	3
31	1	1
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	45	MPH
85th %:	48	MPH
Average:	42	MPH
Pace:	36 - 45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	6	2

ROADWAY CONDITIONS

2 travel lanes, painted median (2 way left turn), bike lanes on both sides, no recovery area, 44 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST OAKS BOULEVARD
Sunset Boulevard to West Stanford Ranch Road

DESCRIPTION/LOCATION

West Oaks Boulevard is a minor arterial roadway that provides access to a mix of residential and commercial areas in the northwest part of the city. It has a combination of a raised median and a two-way left turn lane in addition to a class II bike lane on both sides of the roadway for its entire length. At the intersection West Oak Boulevard and Sunset Boulevard the road provides access to a major STAA. There is consistent tractor/trailer and other commercial vehicle traffic entering and exiting the facility at low speeds.

There is no recovery area on West Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been fourteen collisions on West Oaks Blvd. from 2015 to 2017. There were five collisions in 2015, six in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

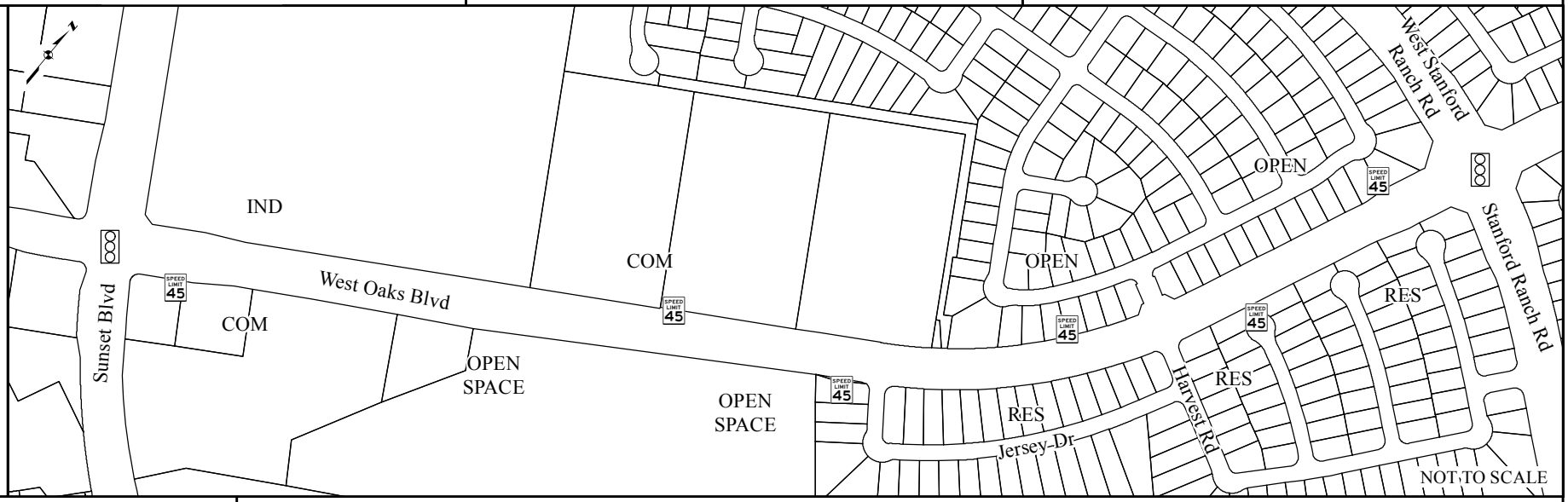
Speed Zone Survey

Road Name:

West Oaks Blvd.

Sunset Blvd. to West Stanford Ranch Rd.

Strip Map



Roadway Width	74'
Number of Lanes	4
ADT	6951
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
5	6	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: West Oaks **Location:** Streetlight #1274

Segment: Sunset - West Stanford Ranch

Length: .78 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 2:12pm - 2:34pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
	1	1
		0
60		0
59		0
58	1	1
57	1	1
56	1 1	2
55	1 1	2
54	1 1	2
53	1 1 1 1 1	5
52	1 1 1 1 1 1 1 1	8
51	1 1 1 1 1 1	6
50	1 1 1 1 1 1 1	7
49	1 1 1 1	4
48	1 1 1 1 1 1 1 1 1	9
47	1 1 1 1 1 1 1 1	8
46	1 1 1 1 1 1 1 1	8
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1	5
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1	6
41	1 1	2
40	1 1	2
39	1 1 1	3
38	1	1
37	1	1
36		0
35	1	1
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**103**

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	47	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	5	6	3

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, no recovery area, 77 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST OAKS BOULEVARD
Stanford Ranch Road to Hunter Drive

DESCRIPTION/LOCATION

West Oaks Boulevard is a minor arterial roadway which provides access to medium density residences. It has a combination of a raised median and a two-way left turn lane in addition to a class II bike lane on both sides of the roadway for its entire length. Between Ridge Gate Court and Talon Drive, the northbound segment merges into a single lane.

There is no recovery area on West Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been two collisions on West Oaks Blvd. from 2015 to 2017. There was one collision in 2015, one in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on West Oaks Blvd. is 44 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

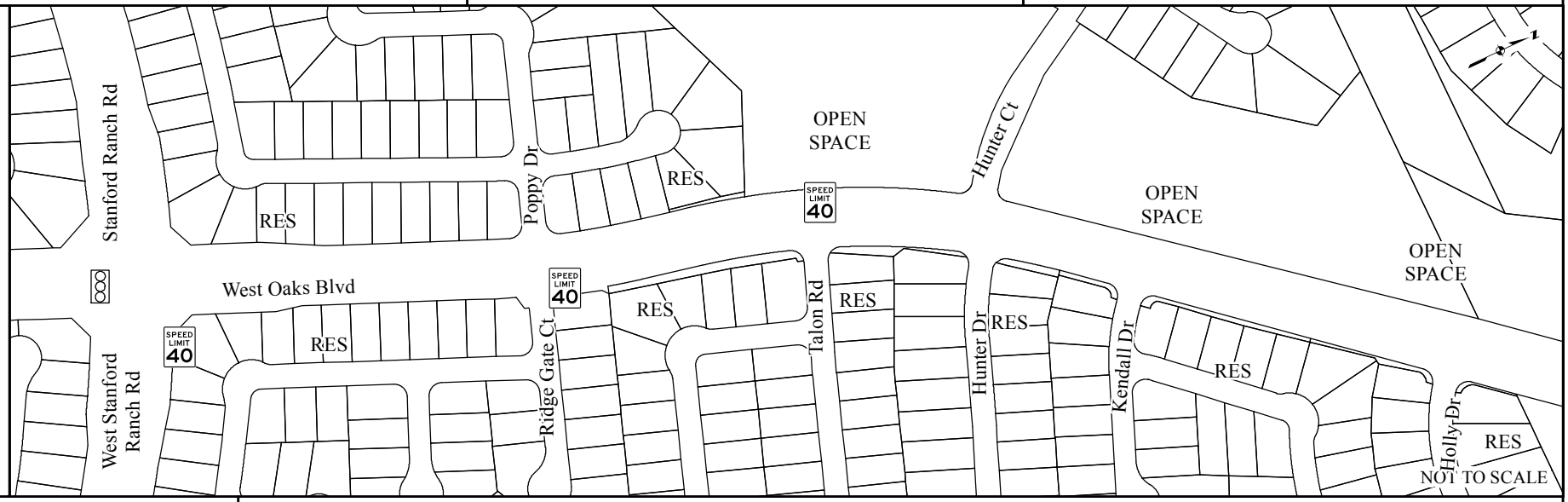
Speed Zone Survey

Road Name:

West Oaks Blvd.

Stanford Ranch Rd. to Hunter Dr.

Strip Map



Roadway Width	76'
Number of Lanes	4
ADT	3649
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	37 - 46
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
1	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: West Oaks **Location:** Streetlight #2718

Segment: Stanford Ranch - Hunter

Length: .31 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 2:44pm - 3:12pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52		0
51	1	1
50		0
49	1	1
48	1 1	2
47	1	1
46	1 1 1 1 1 1 1 1	8
45	1 1	2
44	1 1 1 1 1	5
43	1 1 1 1 1	5
42	1 1 1 1 1 1 1	7
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
37	1 1 1 1 1 1 1	7
36	1 1 1 1	4
35	1 1 1 1 1	5
34	1 1	2
33	1 1 1 1	4
32	1 1 1	3
31	1	1
30	1	1
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	107

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	40	MPH
Pace:	37 - 46	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	1	0

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, no recovery area, 77 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST OAKS BOULEVARD
Hunter Drive to Painted Pony Lane

DESCRIPTION/LOCATION

West Oaks Boulevard is a minor arterial roadway that has one lane in each direction and provides access to medium density housing and school. This segment has a vertical curve and a combination of a raised median and a two-way left turn lane.

West Oaks Boulevard is bound by curb, gutter and sidewalk on the east side but not on the west side.

COLLISIONS

There have been three collisions on West Oaks Blvd. from 2015 to 2017. There was one collision in 2015, two in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on West Oaks Blvd. is 42 MPH. It is recommended that the speed limit remains at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

West Oaks Blvd

Hunter Dr. to Painted Pony Ln

Strip Map



Roadway Width	34'
Number of Lanes	2
ADT	3649
Divider Type	Raised Landscape
Critical Speed	42
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
1	2	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: West Oaks **Location:** Trailhead before Whitney Ranch

Segment: Hunter - Painted Pony

Length: 0.56 Miles **Direction:** both

SPEED SURVEY

Date: 06/28/2018 **Day:** Thursday **Time:** 9:35am - 10:35am

Weather: Sunny **Observer:** Ali/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56		0
55		0
54		0
53	1	1
52		0
51		0
50	1	1
49		0
48		0
47	1	1
46	1	1
45	1 1 1	3
44	1 1 1	3
43	1 1 1	3
42	1 1	2
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1	10
39	1 1 1	3
38	1 1 1 1	4
37	1 1 1 1 1 1 1 1 1 1 1 1 1	13
36	1 1 1 1 1 1 1 1 1 1 1	11
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1	5
33	1 1 1 1 1 1	6
32	1 1 1 1 1	5
31	1 1 1 1	4
30	1 1 1	3
29	1	1
28	1	1
27	1 1	2
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	42	MPH
Average:	37	MPH
Pace:	31 - 40	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	2	0

ROADWAY CONDITIONS

2 travel lanes landscape median, no bike lanes, no parking, no recovery area, 62 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

WEST RANCH VIEW DRIVE
Wildcat Boulevard to End

DESCRIPTION/LOCATION

West Ranch View Drive is a 46 foot wide local road that collects traffic from the nearby City of Lincoln, Whitney High School, offices, and various classes of residential housing. Land use adjacent to this road segment includes Professional Office, High Density Residential, and Mixed Use. It is approximately 0.35 miles long, with a single 3-way stop controlled intersection at University Avenue. On both sides of this road, there are 5 foot bike lanes, and parking is not permitted.

COLLISIONS

There have been two collisions on West Ranch View Drive from 2015 to 2017. There was two collisions in 2015, zero in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on West Ranch View Drive is 41 MPH. It is recommended that the speed limit be increased from 25 MPH to 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

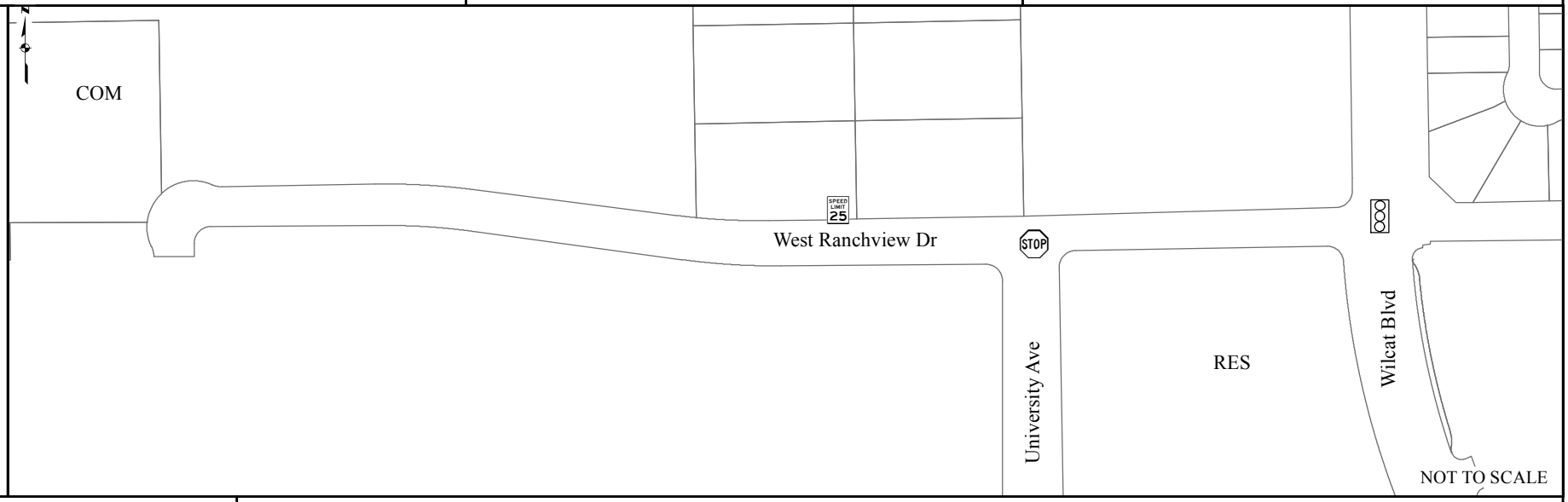
Speed Zone Survey

Road Name:

West Ranchview Dr.

Wildcat Blvd. to End

Strip Map



Roadway Width	58'
Number of Lanes	2
ADT	2247
Divider Type	Painted
Critical Speed	41
Pace Speed	33-42
Existing Speed	25
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: West Ranch View **Location:** streetlight #C11404

Segment: Wildcat - End

Length: 0.35 Miles **Direction:** both

SPEED SURVEY

Date: 8/14/2018 & 8/15/2018 **Day:** Tuesday/Wednesday **Time:** 1:38pm - 2:30pm / 9:40am - 10:10am

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1 1	2
50	1	1
49		0
48		0
47	1	1
46	1 1	2
45	1	1
44	1	1
43	1 1 1 1	4
42	1 1 1	3
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1	7
39	1 1	2
38	1 1 1 1 1 1	6
37	1 1 1 1	4
36	1 1 1 1 1 1 1 1 1 1 1 1	12
35	1 1 1 1 1 1 1	7
34	1 1 1 1	4
33	1 1 1 1 1 1 1 1 1	9
32	1 1 1 1 1 1 1	7
31	1 1 1 1 1	5
30	1 1 1	3
29	1 1 1	3
28	1 1 1 1	4
27	1 1 1	3
26	1 1	2
25	1	1
24	1	1
23		0
22	1	1
21		0
20	1 1	2
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	107

SPEED DATA

Posted:	25	MPH
85th %:	41	MPH
Average:	36	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	0	0

ROADWAY CONDITIONS

2 lane road, bike path on both sides, curb and gutter on both sides, 46 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST STANFORD RANCH ROAD
Sunset Boulevard to West Oaks Boulevard

DESCRIPTION/LOCATION

West Stanford Ranch Road is a six lane minor arterial that is 100 ft. wide with a raised landscaped median and has a class II bike lane on both sides road. Parking is restricted on both sides of the roadway. West Stanford Ranch Road serves residential and commercial areas. West Stanford Ranch Road experiences high vehicle volumes during school hours due to its close proximity to Whitney High School. It also connects Rocklin to the City of Lincoln via Wildcat Boulevard.

There is no recovery area on West Stanford Ranch Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were sixteen collisions on West Stanford Ranch Rd. from 2015 to 2017. There were ten collisions in 2015, three in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed is 49 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

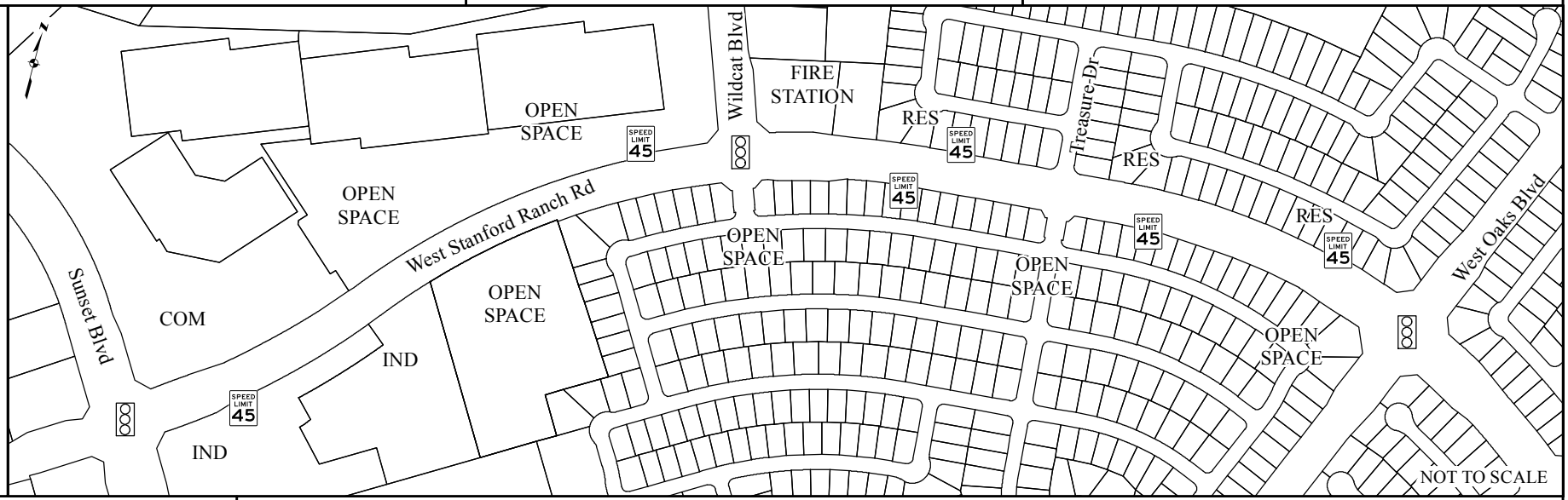
Speed Zone Survey

Road Name:

West Stanford Ranch Rd.

Sunset Blvd. to West Oaks Blvd.

Strip Map



Roadway Width	100'
Number of Lanes	6
ADT	16,692
Divider Type	Raised Landscape
Critical Speed	49
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
10	3	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: West Stanford Ranch **Location:** Strikes

Segment: Sunset - West Oaks

Length: .8 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 1:40pm - 2:20pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56		0
55	1	1
54	1	1
53	1	1
52	1 1	2
51	1	1
50	1 1 1 1 1	5
49	1 1 1 1 1	5
48	1 1	2
47	1 1 1 1 1 1 1	7
46	1 1 1 1 1 1 1 1 1 1	10
45	1 1 1 1 1 1 1 1	8
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1 1 1 1 1 1 1 1 1	13
40	1 1	2
39	1 1 1 1 1	5
38	1 1 1 1 1 1	6
37	1	1
36	1 1	2
35	1	1
34	1	1
33	1	1
32	1 1	2
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	45	MPH
85th %:	49	MPH
Average:	44	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	10	3	3

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, no recovery area, 100 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY BOULEVARD
Crest Drive to Midas Avenue

DESCRIPTION/LOCATION

Whitney Boulevard is a two lane divided residential collector with a raised landscaped median. There is a class II bikeway with no parking lane between Midas Avenue and Crest Drive. Traffic and pedestrian (school and recreational) volumes are moderate and are usually constant throughout the day. Whitney Boulevard is completely residential with driveway access from homes. There is also a golf course in the area where golf carts use the shoulder at times.

There is no recovery area on Whitney Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were six collisions on Whitney Blvd. from 2015 to 2017. There was one collision in 2015, three in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for both surveyed segments of Whitney Blvd. is 36 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

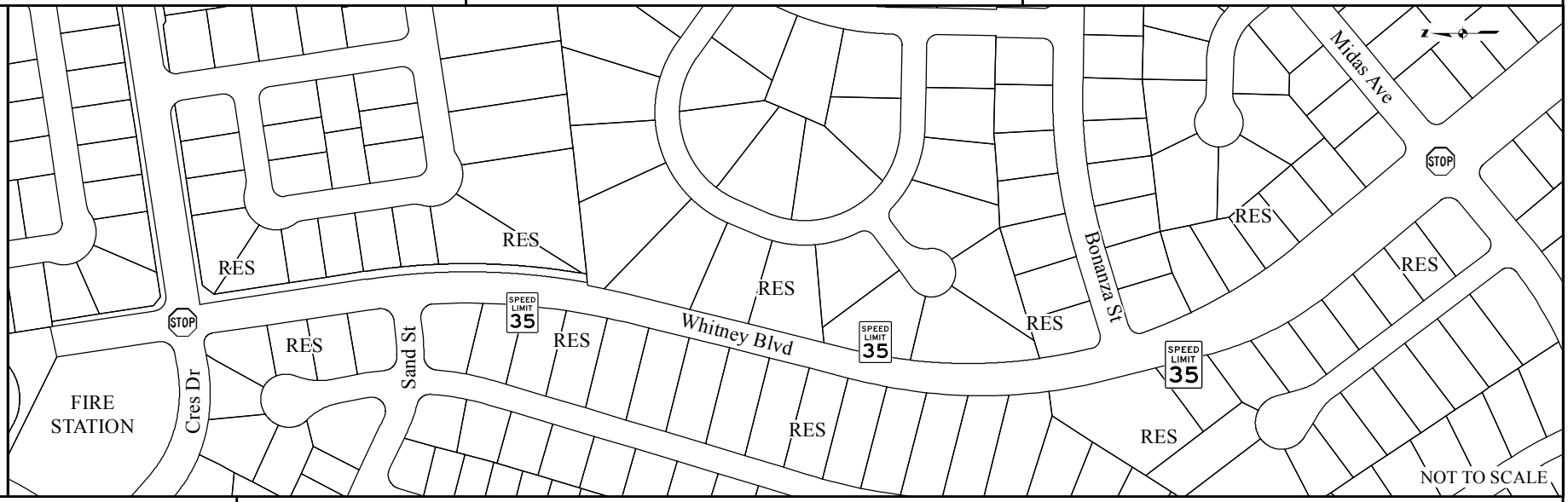
Speed Zone Survey

Road Name:

Whitney Blvd.

Crest Dr. to Midas Ave.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	11,106
Divider Type	Painted
Critical Speed	36
Pace Speed	29 - 38
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
1	3	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Whitney **Location:** Sand st.

Segment: Crest - Midas

Length: .47 Miles **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 2:39pm - 2:55pm

Weather: sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40	1	1
39	1	1
38	1 1 1 1 1	5
37	1 1 1 1	4
36	1 1 1 1 1 1 1 1 1 1 1	11
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
33	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
32	1 1 1 1 1 1 1 1 1 1	10
31	1 1 1 1 1 1 1 1 1 1 1 1 1	13
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1	4
28	1	1
27		0
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	36	MPH
Average:	33	MPH
Pace:	29-38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	3	2

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 37 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY BOULEVARD
Midas Avenue to Sunset Boulevard

DESCRIPTION/LOCATION

Whitney Boulevard is a two lane divided residential collector with a raised landscaped median. There is an 8 foot parking lane and class II bikeway on both sides of the roadway between Sunset Boulevard and Midas Avenue. Traffic and pedestrian (school and recreational) volumes are moderate and are usually constant throughout the day. Whitney Boulevard is completely residential with driveway access from homes. There is also a golf course in the area where golf carts use the shoulder at times.

There is no recovery area on Whitney Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were twenty-one collisions on Whitney Blvd. from 2015 to 2017. There was one collision in 2015, thirteen in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for both surveyed segments of Whitney Blvd. is 41 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

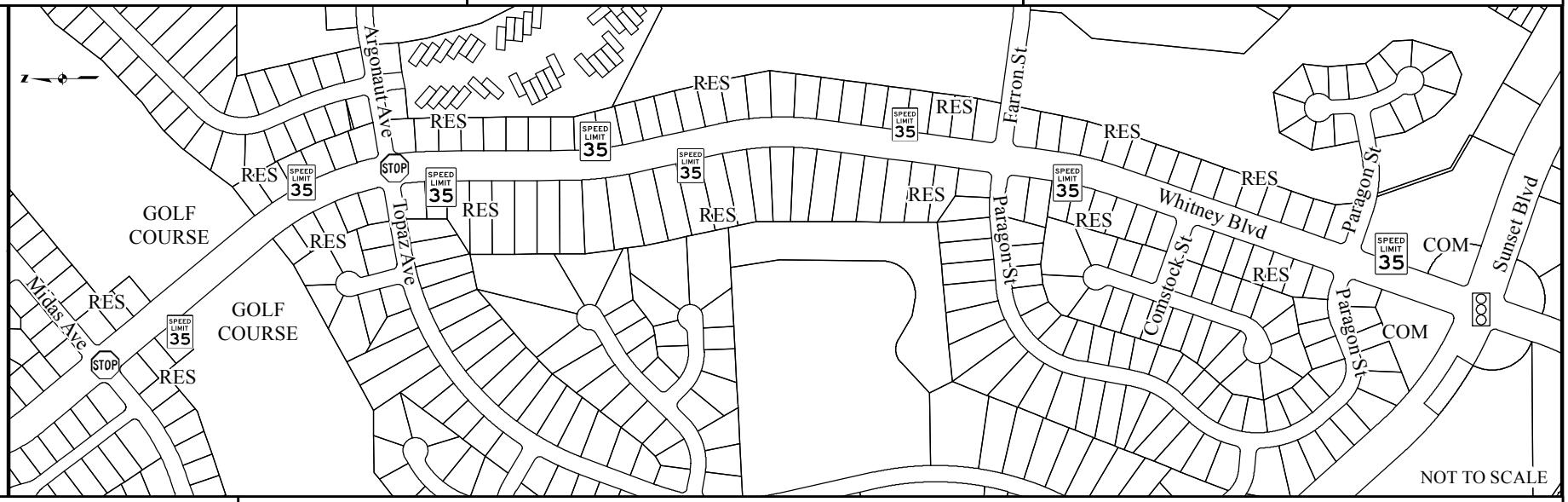
Speed Zone Survey

Road Name:

Whitney Blvd.

Midas Ave. to Sunset Blvd.

Strip Map



Roadway Width	90'
Number of Lanes	2
ADT	9247
Divider Type	Raised Landscape
Critical Speed	41
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
1	13	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Whitney **Location:** Paragon North - South

Segment: Midas - Sunset

Length: 1 Mile **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 3:03pm - 3:42pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46	1	1
45	1 1	2
44	1 1 1 1	4
43	1 1 1 1	4
42	1 1	2
41	1 1 1 1 1 1	6
40	1 1 1 1 1 1 1 1 1 1	10
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1	10
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1	5
33	1 1 1 1 1 1 1 1 1 1	10
32	1 1 1	3
31	1 1	2
30	1 1 1	3
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	3	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	13	7

ROADWAY CONDITIONS

2 travel lanes, landscape median, bike lane on both sides, recovery area, 84 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY OAKS DRIVE
Whitney Ranch Parkway to Park Drive

DESCRIPTION/LOCATION

Whitney Oaks Drive is a two lane collector that provides access to low/medium density residential housing. There are class II bikeways on both sides of the roadway. This roadway serves residential areas as well as the Whitney Oaks Golf Club, which generates moderate traffic volumes. There are significant elevation changes and curves that present sight distance challenges along this roadway.

There is no recovery area on Whitney Oaks Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were eight collisions on Whitney Oaks Dr. from 2015 to 2017. There were four collisions in 2015, two in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Whitney Oaks Dr. is 41 MPH. It is recommended that the speed limit be raised to 35 MPH from 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

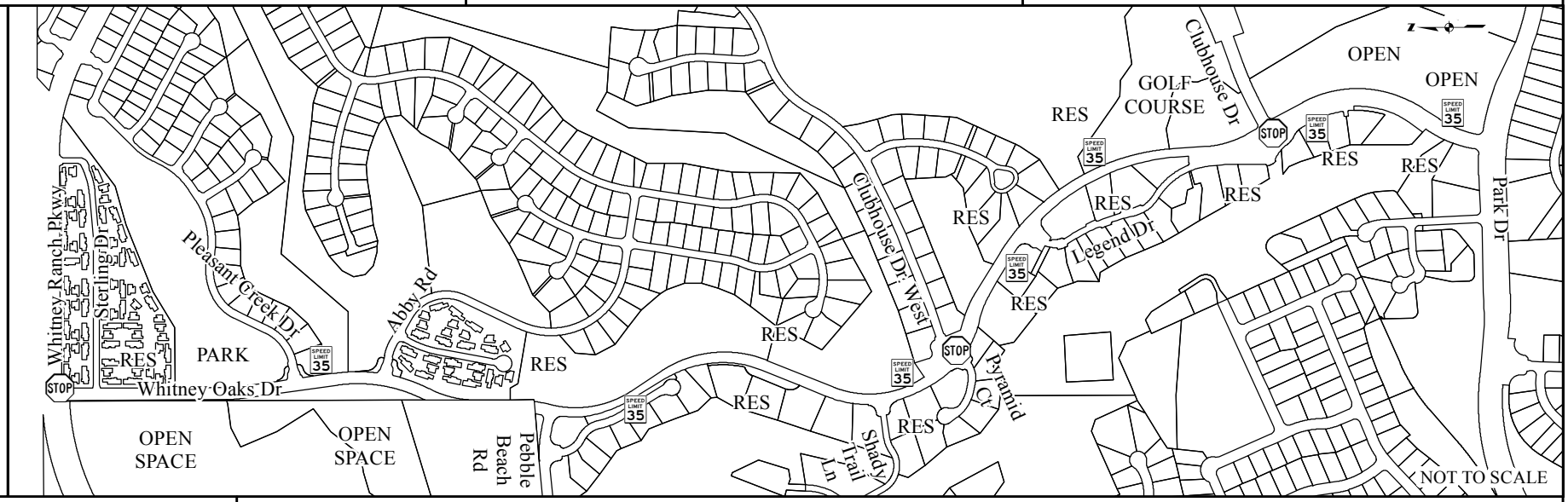
Speed Zone Survey

Road Name:

Whitney Oaks Dr.

Whitney Ranch Pkwy. to Park Dr.

Strip Map



Roadway Width	32'
Number of Lanes	2
ADT	348
Divider Type	Painted
Critical Speed	41
Pace Speed	33 - 42
Existing Speed	30
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
4	2	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Whitney Oaks **Location:** Trail from Clubhouse - Clubhouse

Segment: Whitney Ranch - Park

Length: 1.4 Miles **Direction:** Both

SPEED SURVEY

Date: 04/30/2018 **Day:** Monday **Time:** 10:40am - 11:20pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49	1	1
48		0
47		0
46		0
45	1 1	2
44		0
43	1 1 1 1	4
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1 1 1 1 1 1	12
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1 1 1 1 1 1 1 1 1 1 1 1 1	13
38	1 1 1 1 1 1 1 1 1 1 1	11
37	1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1 1 1 1 1	12
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1 1	7
33	1 1 1 1	4
32	1	1
31	1 1 1	3
30		0
29		0
28		0
27	1	1
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	109

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	38	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	2	2

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 33 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY RANCH PARKWAY
Highway 65 to Wildcat Boulevard

DESCRIPTION/LOCATION

Whitney Ranch Parkway from Highway 65 to Wildcat Blvd. is a 6 lane road that runs east, west. There is a raised center median with bike lanes and limited parking on the westbound side. This road provides access to Highway 65, medium and high density residential areas, and Whitney Community Park.

There is no recovery area on both sides and the road is bound by curb and gutter.

COLLISIONS

Accident records show that there were nine collisions on Whitney Ranch Pkwy. From 2015 to 2017 there was one collision in 2015, three in 2016, and five in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Whitney Ranch Pkwy is 48 MPH. It is recommended that the speed limit be raised to 45 MPH from 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

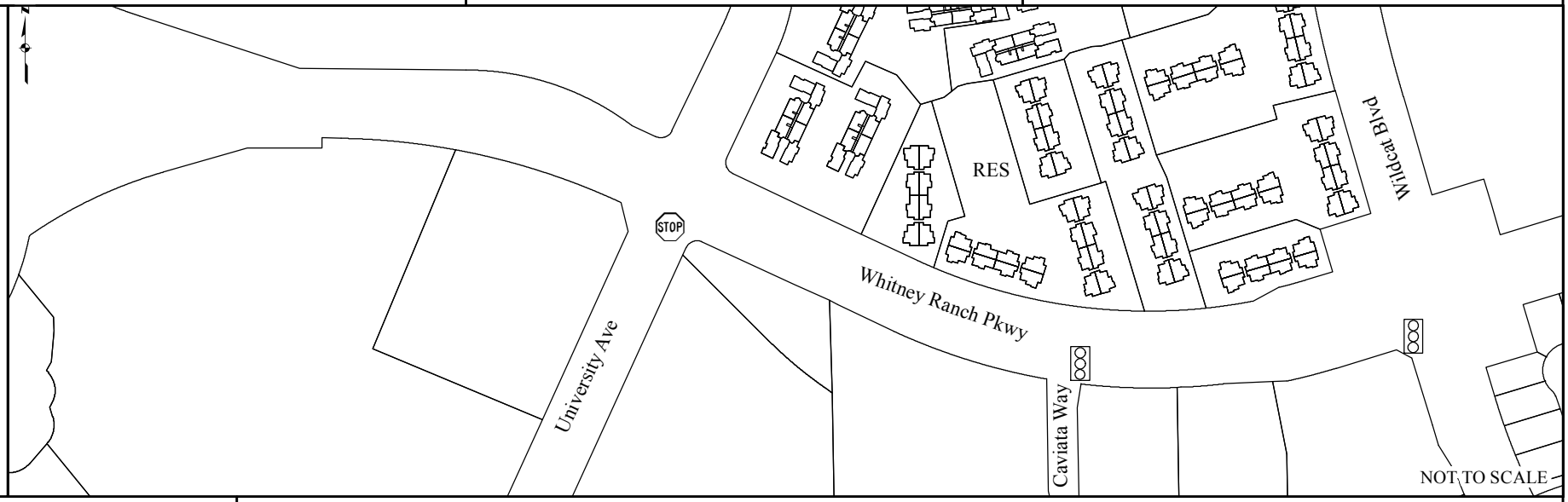
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy

Hwy 65 to Wildcat Blvd

Strip Map



Roadway Width	110'
Number of Lanes	6
ADT	3232
Divider Type	Raised Landscape
Critical Speed	48
Pace Speed	38 - 47
Existing Speed	40
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
1	3	5

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Whitney Ranch Parkway **Location:** N. University Ave (1st no parking sign)

Segment: HWY 65 - Wildcat

Length: .41 Miles **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 10:50am - 11:08am

Weather: Sunny **Observer:** **Jordan**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56	1	1
55		0
54		0
53	1 1	2
52	1 1 1 1	4
51	1 1	2
50	1	1
49	1 1 1	3
48	1 1 1 1 1	5
47	1 1	2
46	1 1 1 1 1 1	6
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1 1 1	10
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1 1 1 1	10
37	1	1
36	1 1	2
35	1 1	2
34	1 1	2
33	1	1
32	1	1
31		0
30	1	1
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**103**

SPEED DATA

Posted:	40	MPH
85th %:	48	MPH
Average:	43	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	3	5

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both sides, no recovery area, 107 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY RANCH PARKWAY
Wildcat Boulevard to Painted Pony Lane

DESCRIPTION/LOCATION

Whitney Ranch Parkway is a four lane major collector that provides access to a community park and several medium density neighborhoods. There is no residential driveway access directly from the street. It has a raised landscaped center median and landscaped shoulders with meandering sidewalks. Currently the road has four signalized intersections.

There is no recovery area on Whitney Ranch Parkway. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were twelve collisions on Whitney Ranch Pkwy. from 2015 to 2017. There were four collisions in 2015, two in 2016, and six in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Whitney Ranch Pkwy. is 52 MPH. It is recommended that the speed limit be raised to 45 MPH from 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

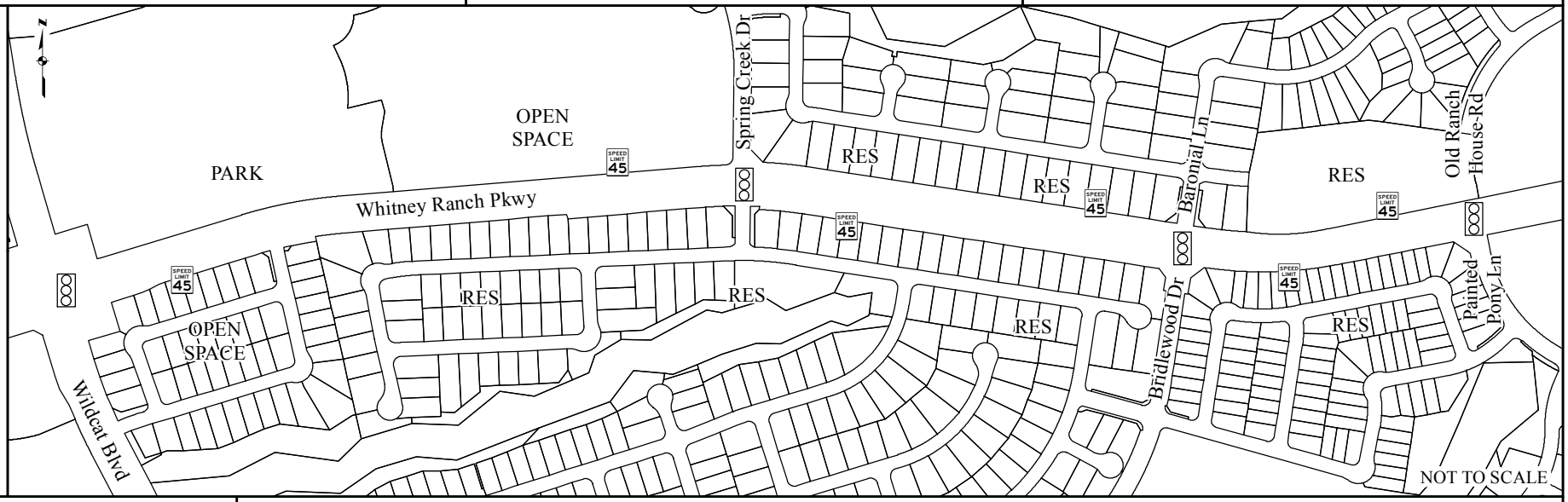
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy.

Wildcat Blvd. to Painted Pony Ln.

Strip Map



Roadway Width	62'
Number of Lanes	4
ADT	3232
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	43 - 52
Existing Speed	40
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	
Residence	X
Business	
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
4	2	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume: X

Heavy Traffic Volume:

Street: Whitney Ranch **Location:**

Segment: Wildcat - Painted Pony

Length: .9 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 3:20pm - 4:49pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1 1 1 1	4
58		0
57	1 1 1	3
56		0
55		0
54	1 1	2
53	1 1 1 1 1	5
52	1 1 1 1 1 1	6
51	1 1 1 1 1 1	6
50	1 1 1 1 1 1	6
49	1 1 1	3
48	1 1 1 1	4
47	1	1
46	1 1 1 1 1 1	6
45	1 1 1 1 1 1 1 1 1 1	10
44	1 1 1 1 1 1 1 1 1 1	10
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1	5
41	1 1 1	3
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1 1	8
38	1 1	2
37	1	1
36	1 1	2
35	1 1	2
34	1	1
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	52	MPH
Average:	46	MPH
Pace:	43 - 52	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	2	6

ROADWAY CONDITIONS

4 travel lanes, landscape median, no bike lanes, no recovery area, 62 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY RANCH PARKWAY
Painted Pony Lane to Ranch View Drive

DESCRIPTION/LOCATION

Whitney Ranch Parkway is a two-lane major collector that runs East-West from Painted Pony Lane to Ranch View Drive. There are class 2 bike lanes on both sides of the road and a raised center median. This road provides access to various neighborhoods throughout the Whitney Ranch Development.

There is no recovery area on Old Ranch House Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there was one collision on Whitney Ranch Parkway from 2020 to 2022. The collision occurred in 2020.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Whitney Ranch Parkway is 41 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

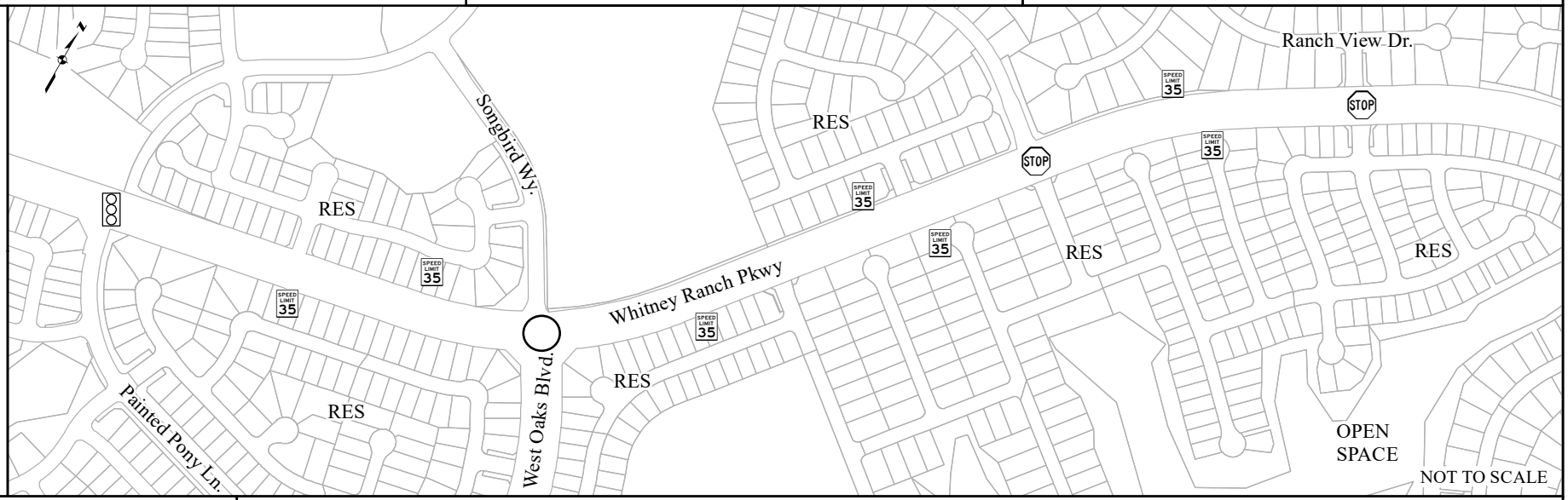
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy.

Painted Pony Ln. to Ranch View Dr.

Strip Map



Roadway Width	54'
Number of Lanes	2
ADT	2192
Divider Type	Raised Landscape
Critical Speed	41
Pace Speed	31-40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	Roundabout
Commercial	COM	Stop Sign	
Industrial	IND	Speed Limit Sign	

Roadside Conditions:

- School ☐
- Residence ☒
- Business ☐
- Park ☐
- Open Space ☒
- Bikeway ☒

Collision History:

2020	2021	2022
0	1	0

Comments:

Class II bikeway on both sides of road.

- Some Recovery Area ☐
- School Site Access ☐
- No Recovery Area ☒
- Moderate Traffic Volume ☒
- Heavy Traffic Volume ☐

Street: Whitney Ranch Parkway **Location:** Jamboree Drive

Segment: Painted Pony Lane to Ranch View Drive

Length: 0.78 Miles **Direction:** Both

SPEED SURVEY

Date: 10/28/2022 **Day:** Friday **Time:** 9:30am - 10:45am

Weather: Sunny **Observer:** **Jose Rivas**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48	1 1	2
47		0
46	1	1
45	1 1	2
44	1 1	2
43	1	1
42	1 1 1 1	4
41	1 1 1	3
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1	7
37	1 1 1 1 1 1 1 1 1 1	10
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1 1 1	8
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1	6
31	1 1 1 1	4
30	1 1 1 1 1 1 1	7
29	1 1	2
28	1	1
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	36	MPH
Pace:	31-40	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	0

ROADWAY CONDITIONS

2 travel lanes, raised landscaped median, bike lane on both sides, no parking, no recovery area, 54 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

WHITNEY RANCH PARKWAY
Ranch View Drive to Whitney Oaks Drive

DESCRIPTION/LOCATION

Whitney Ranch Parkway is a two-lane major collector that runs East-West from Ranch View Drive to Whitney Oaks Drive. There are class 2 bike lanes on both sides of the road and a raised center median. This road provides access to various neighborhoods throughout the Whitney Ranch Development.

There is no recovery area on Whitney Ranch Parkway. It is bound by landscaping, and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were two collisions on Whitney Ranch Parkway from 2020 to 2022. One collision occurred in 2020 and the second collision occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Whitney Ranch Parkway is 41 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

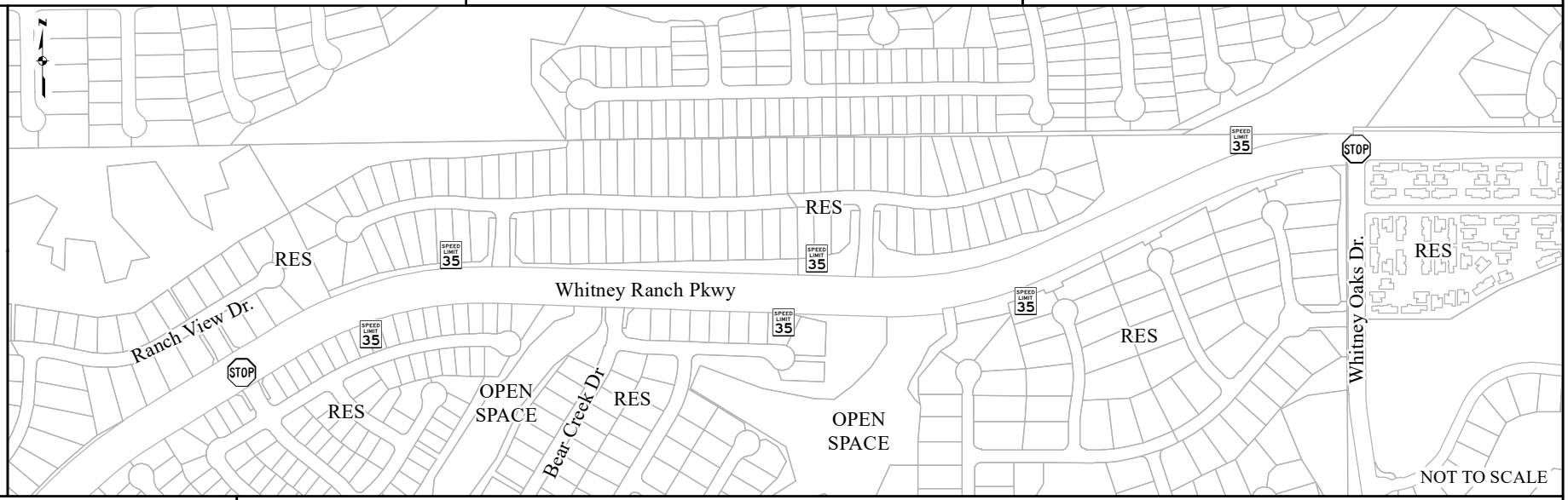
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy.

Ranch View Dr. to Whitney Oaks Dr.

Strip Map



Roadway Width	54'
Number of Lanes	2
ADT	1453
Divider Type	Raised Landscape
Critical Speed	41
Pace Speed	32-41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2020	2021	2022
1	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Whitney Ranch Parkway **Location:** Street Light C12512

Segment: Ranch View Drive - Whitney Oaks Drive

Length: 0.72 Miles **Direction:** Both

SPEED SURVEY

Date: 10/28/2022 **Day:** Friday **Time:** 12:15pm - 1:25pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1	1
51		0
50	1	1
49	1 1	2
48	1	1
47	1	1
46		0
45	1	1
44	1 1 1	3
43	1 1	2
42	1 1	2
41	1 1 1 1 1	5
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1	7
37	1 1 1 1 1	5
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1 1	7
31	1 1 1	3
30	1 1 1 1	4
29	1	1
28	1 1 1	3
27		0
26	1	1
25	1	1
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	36	MPH
Pace:	32-41	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	0
INJURY	1	0	1
FATAL	0	0	0
TOTAL	1	0	1

ROADWAY CONDITIONS

2 travel lanes, raised landscaped median, bike lane on both sides, no parking, no recovery area, 54 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

WILDCAT BOULEVARD
West Stanford Ranch Road to City of Lincoln Limit

DESCRIPTION/LOCATION

Wildcat Boulevard is a four-lane arterial that runs north-south and serves as a major connection between Rocklin and the city of Lincoln. It has a raised landscaped median and landscaped shoulders with meandering sidewalks. There are seven traffic signal controlled intersections on Wildcat Boulevard. A class I bikeway exists on the east side of the roadway between the city of Lincoln and Bridlewood Drive. This class I bikeway is for both northbound and southbound bicycle and pedestrian traffic. There is a class II bikeway between Bridlewood Drive. and West Stanford Ranch Road on both sides of the roadway.

Whitney High School is located on the east side of Wildcat Boulevard to the north and a fire station is located on Wildcat Boulevard close to the West Stanford Ranch Road. intersection. Wildcat Boulevard also serves several residential and collector streets as well as two community parks.

There is no recovery area on Wildcat Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were forty-seven collisions on Wildcat Blvd. from 2015 to 2017. There were nineteen collisions in 2015, sixteen in 2016, and twelve in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Wildcat Blvd. is 47 MPH. It is recommended that the speed limit remain 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

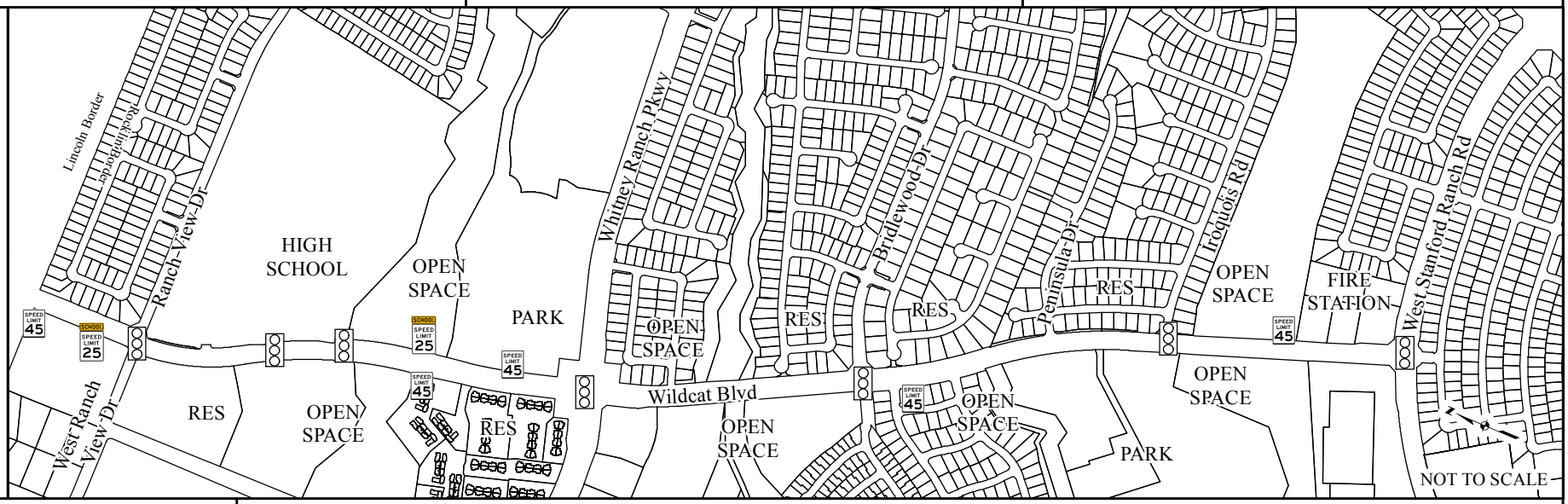
Speed Zone Survey

Road Name:

Wildcat Blvd.

West Stanford Ranch Rd. to Lincoln Border

Strip Map



Roadway Width	62'
Number of Lanes	4
ADT	10,206
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	38 - 47
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	45

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
19	16	12

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Wildcat **Location:** Arroyo Sierra

Segment: West Stanford Ranch - City Limit

Length: 1.55 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 2:36pm - 3:20pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1	1
58		0
57	1	1
56		0
55		0
54	1	1
53	1	1
52	1 1	2
51		0
50	1 1	2
49	1 1	2
48	1 1 1 1	4
47	1 1 1 1 1 1	6
46	1 1 1 1	4
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1 1 1 1 1 1 1	11
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1	7
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1 1 1	9
38	1 1 1 1 1	5
37	1 1 1	3
36	1 1 1 1	4
35	1 1 1	3
34	1 1 1	3
33		0
32		0
31	1	1
30		0
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	45	MPH
85th %:	47	MPH
Average:	42	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	9	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	19	16	12

ROADWAY CONDITIONS

4 travel lanes, landscape median, no bike lane, no recovery area, 62 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WOODSIDE DRIVE
Pacific Street to Lost Avenue

DESCRIPTION/LOCATION

Woodside Drive is a curvilinear residential collector that intersects both Pacific Street and Sunset Boulevard. It has a painted center line, class II bike lanes, and dedicated parking lanes on both sides for its entire length. Woodside Drive serves several low density residential streets as well as one moderately sized apartment complex on the east end.

There is no recovery area on Woodside Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were seven collisions on Woodside Dr. from 2015 to 2017. There were three collisions in 2015, zero in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Wildcat Blvd. is 35 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

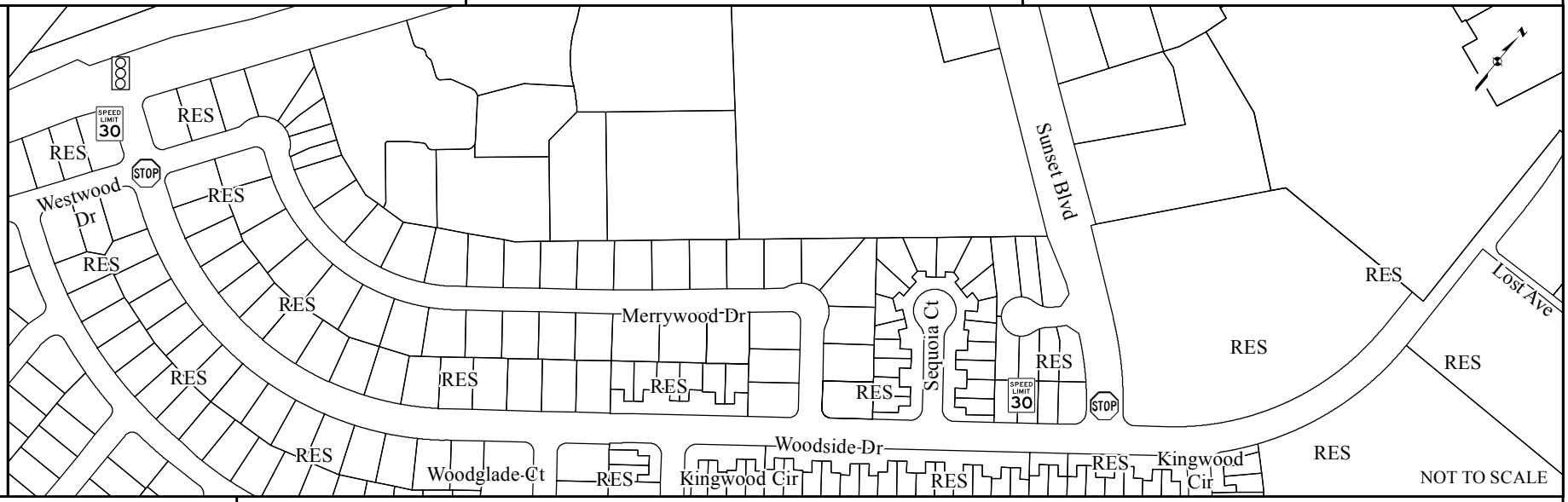
Speed Zone Survey

Road Name:

Woodside Dr.

Pacific St. to Lost Ave.

Strip Map



Roadway Width	50'
Number of Lanes	2
ADT	1669
Divider Type	Painted
Critical Speed	35
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
3	0	4

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Woodside **Location:** Merrywood

Segment: Pacific - Lost

Length: 0.61 Miles **Direction:** both

SPEED SURVEY

Date: 05/17/2018 & 05/24/2018 **Day:** Thursday **Time:** 9am-11:50am / 8:50am - 10:20am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1 1 1	3
38	1	1
37	1	1
36	1 1 1 1 1 1 1 1	8
35	1 1 1 1	4
34	1 1 1 1 1 1 1	7
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1	6
31	1 1 1 1 1 1 1 1 1 1 1 1	12
30	1 1 1 1 1 1 1	7
29	1 1 1 1 1	5
28	1 1 1 1 1	5
27	1 1 1 1 1 1 1 1 1 1	10
26	1 1 1 1 1 1 1	7
25	1 1 1 1 1	5
24	1 1 1	3
23	1 1 1 1 1	5
22	1 1	2
21	1 1 1	3
20		0
19	1	1
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	30	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	3	0	4

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, painted center median, on street parking, 50 deet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WYCKFORD BOULEVARD
Park Drive to Stratton Court

DESCRIPTION/LOCATION

Wyckford Boulevard is a four lane major collector that has a raised landscaped median as well as a parking lane on both sides. There is no residential frontage on this section of Wyckford Boulevard, but a junior high school is located on the northwest corner of Wyckford Boulevard and Park Drive. Traffic volumes are moderate and pedestrian volumes are high due to the school.

There is no recovery area on Wyckford Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were three collisions on Wyckford Blvd. from 2015 to 2017. There were zero collisions in 2016, one in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Wyckford Blvd. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

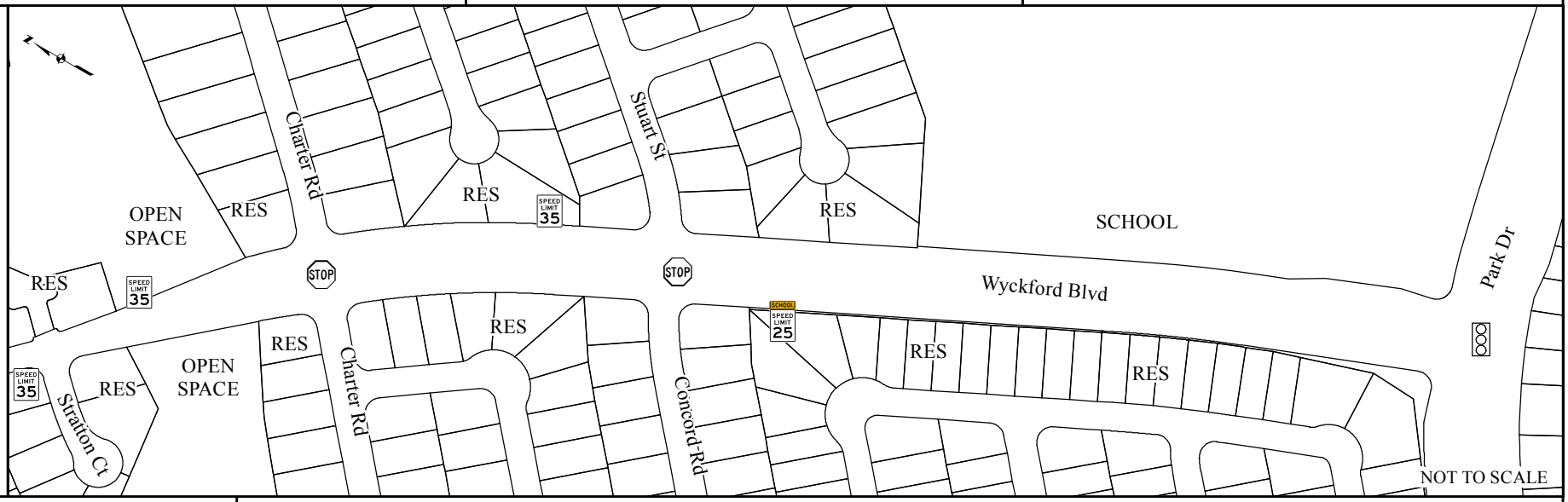
Speed Zone Survey

Road Name:

Wyckford Blvd.

Park Dr. to Stratton Ct.

Strip Map



Roadway Width	82'
Number of Lanes	4
ADT	5626
Divider Type	Raised Landscape
Critical Speed	40
Pace Speed	29 - 38
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
0	1	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume: X

Heavy Traffic Volume:

Street: Wyckford **Location:** median @granite Oaks Bus Turnout

Segment: Park - Stratton

Length: .44 Miles **Direction:** Both

SPEED SURVEY

Date: 04/30/2018 **Day:** Monday **Time:** 10:03am - 10:34am

Weather: Sunny **Observer:** **Long**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50	1 1	2
49		0
48		0
47		0
46		0
45	1	1
44	1	1
43	1	1
42	1 1 1	3
41	1 1	2
40	1 1 1 1 1 1	6
39	1 1	2
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1 1 1 1 1 1 1	13
34	1 1 1 1 1 1 1 1 1 1 1 1 1	13
33	1 1 1 1 1 1 1 1 1	9
32	1 1 1 1 1 1 1	7
31	1	1
30	1 1 1 1 1 1 1	7
29	1 1 1	3
28	1 1 1	3
27	1 1	2
26		0
25	1	1
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	35	MPH
Pace:	29 - 38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	2

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, recovery area, 82 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Agreement with Roseville Housing Authority for Housing Choice Voucher Program Administration

Date: December 12, 2023

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin to Authorizing the City Manager to Sign an Agreement between the City of Rocklin and the City of Roseville Housing Authority to Administer the Housing Choice Voucher Program.

Background:
On September 6, 1983, the City of Rocklin consented to having the City of Roseville Housing Authority operate within the city limits. Since then, the Roseville House Authority has acted as one of two housing authorities that operate in the city. Because the City of Rocklin does not have a housing authority, the Placer County Housing Authority also covers the city. The agreement with Roseville entered into in 1983 allows the City of Roseville Housing Authority (RHA) to administer the Section 8 Program. This program provides vouchers for low-income individuals to assist with rental payments for a location of their choosing.

The Section 8 program, since renamed to the Housing Choice Voucher (HCV) Program, has been operated by the RHA since the first contract was executed in 1983, and the RHA receives a fee from the City of Rocklin for providing this service. There are approximately 130 Rocklin households actively enrolled in the program.

Most recently, the contract was revised on May 6, 2009 and replaced with the current Reimbursement Agreement. Per the current Reimbursement Agreement, the City of Rocklin pays an annual fee with a minimum of $17,600 and a maximum of $27,500 for the administration of this program. RHA also receives funding from the federal Department of Housing and Urban Development, with RHA paying the difference between the HUD funding provided and the actual costs to administer the program; fees charged to Rocklin each year represent the cost proportionate to the number of Rocklin vs. Roseville households being served.

Over time, as administrative costs have increased, the fee associated with program administration has not changed. In 2023, the RHA contacted the City of Rocklin to request an

update of the Reimbursement Agreement. The updated agreement (Attachment 2) would increase the minimum annual fee to $20,000 and the maximum fee to $40,000. The maximum fee proposed is based on a projected five year forecast that indicated City of Rocklin costs could be as much as $38,000. The exact amount of this fee will vary every year because it is calculated based on the total administrative expenses for the program year which will change based on the number of Housing Vouchers provided. The revised agreement also places a limit on the number of Project Based Vouchers (PBV) that can be issued by the RHA in Rocklin. The proposed limit is 20%.

Historically, the RHA issues about 20% of its annual HCVs to people who live in Rocklin. The RHA does not control where the recipients of these programs live; the voucher recipients select their housing, and this amount has remained at about 20%. Project Based Vouchers, in contrast, are attached to the property and not the individual. The RHA will buy-down the cost of the identified units in a development, and income-qualified residents will pay the remainder of the cost. In keeping with the historic levels of usage for the HCVs, the RHA proposes limiting the total number of PBV for Rocklin to 20% to be consistent with historical levels of usage.

Fiscal Impact:

The fee for this program is budgeted in the Fiscal Year 2023/24 Operating Budget in the housing budget (General Fund department 603). The increase in this fee has been accounted for in the current fiscal year budget and will be added to future budgets.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Reimbursement Agreement

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH THE CITY OF ROSEVILLE HOUSING ATHORITY TO ADMINISTER THE HOUSING CHOICE VOUCHER PROGRAM AND PROJECT BASED VOUCHER PROGRAM

WHEREAS, the US Department of Housing and Urban Development makes available the Housing Choice Voucher rental assistance program, formerly known as the Section 8 Program, (PROGRAM) to communities having an active housing authority; and

WHEREAS, section 34208 of the Health and Safety Code of the State of California provides that a city housing authority may operate within the city and the area within five (5) miles of its territorial boundaries, including an area within the territorial boundary of another city if such city so consents; and

WHEREAS, CITY is within five (5) miles of AUTHORITY, operation of AUTHORITY within CITY would enable CITY to have the benefits of the PROGRAM, and the CITY has adopted a resolution consenting to operation of the AUTHORITY within CITY; and

WHEREAS, CITY and AUTHORITY entered into an agreement dated September 29, 1983 relating to administration of the PROGRAM and reimbursement for such PROGRAM administration; and

WHEREAS, CITY and AUTHORITY replaced said agreement with a Reimbursement Agreement dated May 6, 2009; and

WHEREAS, CITY and AUTHORITY desire to amend said agreement with this First Amended and Restated Reimbursement Agreement.

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 and authorizes the City Manager to execute an amendment to the Reimbursement Agreement in the form attached hereto as Exhibit "A.".

Section 2. The City Manager is hereby authorized to execute any contract amendments up to $50,000.

Section 3. The City Manager, or the City Manager's designee, is hereby authorized to approve all financial transactions, budgets, and appropriations needed to carry out this grant program in connection with the Contract in accordance with the law and City policy.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

FIRST AMENDED AND RESTATED REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF ROCKLIN AND THE HOUSING AUTHORITY
OF THE CITY OF ROSEVILLE
FOR THE ADMINISTRATION OF THE HOUSING CHOICE VOUCHER PROGRAM
WITHIN THE CITY OF ROCKLIN

This First Amended and Restated Reimbursement Agreement Between the City of Rocklin and the Housing Authority of the City of Roseville for the Administration of the Housing Choice Voucher Program Within the City of Rocklin ("REIMBURSEMENT AGREEMENT") is made and entered into this _____ day of _____, 2023, by and between the CITY OF ROCKLIN, a municipal corporation ("CITY") and the CITY OF ROSEVILLE, a municipal corporation, acting in its capacity as the ROSEVILLE HOUSING AUTHORITY ("AUTHORITY") (collectively the "PARTIES").

W I T N E S S E T H:

WHEREAS, the US Department of Housing and Urban Development makes available the Housing Choice Voucher rental assistance program, formerly known as the Section 8 Program, (PROGRAM) to communities having an active housing authority;

WHEREAS, section 34208 of the Health and Safety Code of the State of California provides that a city housing authority may operate within the city and the area within five (5) miles of its territorial boundaries, including an area within the territorial boundary of another city if such city so consents;

WHEREAS, CITY is within five (5) miles of AUTHORITY, operation of AUTHORITY within CITY would enable CITY to have the benefits of the PROGRAM, and the CITY has adopted a resolution consenting to operation of the AUTHORITY within CITY;

WHEREAS, CITY and AUTHORITY entered into an agreement dated September 29, 1983 relating to administration of the PROGRAM and reimbursement for such PROGRAM administration; and

WHEREAS, CITY and AUTHORITY replaced said agreement with a Reimbursement Agreement dated May 6, 2009; and

WHEREAS, CITY and AUTHORITY desire to amend said agreement with this First Amended and Restated Reimbursement Agreement;

NOW, THEREFORE, the PARTIES hereto mutually agree as follows:

1. The foregoing recitals are incorporated by reference as if fully set forth herein.

2. AUTHORITY agrees to use its staff, or to contract with third parties including, but not limited to, City of Roseville staff, to carry out the activities necessary to implement and operate the PROGRAM within CITY, including, but not limited to:

   a. Outreach to eligible families needing rental housing assistance and property owners of rental units regarding PROGRAM participation and requirements;

   b. Advertising related to accepting applications from eligible households for placement on the waiting list;

   c. Verification of PROGRAM eligibility, computation of tenant's rental contribution, determination of family's unit size and selection of applicants for vouchers;

   d. Issuance and re-issuance of vouchers, and briefing of tenants and landlords of their responsibilities;

   e. Determination of eligibility of dwelling unit and unit owner;

   f. Execution of housing assistance payments, contracts, and leases;

g. Dwelling unit inspections and re-inspections to ensure compliance with federal Housing Quality Standards for units leased under the PROGRAM;

h. Maintenance of all program files including financial management records;

i. Processing housing assistance payments to PROGRAM landlords; and

j. Additional activities necessary to successfully implement the PROGRAM in the CITY.

3. AUTHORITY further agrees to provide a referral service for questions from CITY residents on available housing in Southwest Placer County, and to include units within CITY in new applications for PROGRAM units.

4. Upon AUTHORITY'S request, CITY will provide temporary office space within CITY for accepting applications for PROGRAM participation or consultation with tenants or voucher holders.

5. CITY expressly acknowledges that the final decision on any administrative appeal filed by PROGRAM participant will be made by AUTHORITY.

6. Project-Based Vouchers (PBVs) are a component of AUTHORITY'S PROGRAM. AUTHORITY allocates PBVs to provide housing assistance at specific privately owned affordable housing development projects. At no time shall the PBVs awarded to affordable housing development projects in CITY exceed twenty percent of the total PBVs awarded to affordable housing development projects in the City of Roseville.

7. Each calendar year, CITY agrees to pay AUTHORITY an annual fee, established by AUTHORITY's Executive Director, or his or her designee, as reimbursement to AUTHORITY for the costs of operating the PROGRAM. Beginning the calendar year of 2023 and for each successive calendar year that this First Amended and Restated Reimbursement Agreement is in effect, CITY shall pay AUTHORITY an annual fee, established according to the following formula, subject to the provisions of

subsection a. and b., below:

The AUTHORITY shall subtract the total annual administrative expenditures incurred to operate the PROGRAM from the total annual revenues received by the AUTHORITY from the US Department of Housing and Urban Development. Thereafter, the remaining annual deficit of expenditures incurred shall be allocated between CITY and AUTHORITY according to the percentage of CITY households participating in the PROGRAM compared to the total number of PROGRAM participant households.

a. Minimum Payment for Successive Calendar Years: If the total annual fee calculated is less than $20,000 for any successive calendar year, CITY shall pay AUTHORITY $20,000 for that successive year.
b. Maximum Payment for Successive Calendar Years: The annual fee shall not exceed $40,000 in any successive calendar year. However, in the event that the CITY's proportional share of the annual operating deficit exceeds $40,000, the AUTHORITY may request that the parties renegotiate the REIMBURSEMENT AGREEEMENT to require CITY to pay the remaining operating deficit.
c. Invoicing and CITY's Tender of Annual Payments: AUTHORITY shall provide CITY with an invoice and reasonable supporting documentation for each year's annual fee calculation.

AUTHORITY shall invoice CITY by January 31 for CITY's portion of the annual fee to be reimbursed to the AUTHORITY for PROGRAM expenses of the preceding calendar year. CITY shall pay AUTHORITY by March 31.

8. Late Payments: Annual fee payments more than thirty (30) calendar days past due shall accrue interest to be paid to AUTHORITY at the City of Roseville's Pooled Investment Rate calculated at the time of delinquency of the payment.

9. Each PARTY understands and agrees that there is no agency relationship between the PARTIES. It is further understood and agreed by the PARTIES that notwithstanding anything contained herein, the employees of each PARTY shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

10. The PARTIES each agree to indemnify and hold harmless the other party from

any acts or omission of their officers, agents, and employees in carrying out the responsibilities of this REIMBURSEMENT AGREEMENT and/or the PROGRAM.

11. If any PARTY shall bring suit to enforce the terms of this REIMBURSEMENT AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Whenever provision is made in this REIMBURSEMENT AGREEMENT for the payment of attorneys' fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the PARTY or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

12. This REIMBURSEMENT AGREEMENT shall continue in force and effect, provided that either PARTY may terminate this REIMBURSEMENT AGREEMENT upon one hundred and eighty (180) calendar day's prior written notice to the other party.

13. In the event that there are active PROGRAM leases within CITY at the time notice of termination is given pursuant to section 11, above, this REIMBURSEMENT AGREEMENT shall continue in force and effect until all active leases then in effect have expired; provided that AUTHORITY shall not extend any such lease beyond its then current expiration date and shall not initiate any new lease.

14. Written notice to the PARTIES shall be mailed by US mail, postage prepaid, addressed to:

AUTHORITY:	CITY:
Executive Director	City Manager
Roseville Housing Authority	City of Rocklin
316 Vernon Street #150	3970 Rocklin Road
Roseville, CA 95678	Rocklin, CA 95677

Either party may change the above address for notification at any time by providing written notice to the other party.

15. This REIMBURSEMENT AGREEMENT is the whole, integrated agreement of the PARTIES, superseding all prior negotiations, representations, or agreements, either written or oral, and replacing and terminating the agreement between the PARTIES

dated September 29, 1983 relating to administration of the PROGRAM and reimbursement for such PROGRAM administration.

IN WITNESS WHEREOF, the City of Rocklin, a municipal corporation, has authorized the execution of this First Amended and Restated Reimbursement Agreement by its City Manager and attestation by its City Clerk, under the authority of Resolution No._____, adopted by the Council of the City of Rocklin on the_____day of_____, 2023, and the City of Roseville, a municipal corporation, acting in its capacity as the Roseville Housing Authority, has authorized the execution of this First Amended and Restated Reimbursement Agreement by its Executive Director and attestation by its Recording Secretary, under the authority of Resolution No._____, adopted by the Roseville Housing Authority on the____day of_, 2023.

CITY OF ROSEVILLE, a municipal corporation, acting in its capacity as the ROSEVILLE HOUSING AUTHORITY

By: _____
Trisha Isom
Executive Director

ATTEST:

By: _____
Carmen Avalos
Recording Secretary

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
Authority Counsel

APPROVED AS TO SUBSTANCE:

By: _____
Melissa Anguiano
Economic Development Director

CITY OF ROCKLIN, a municipal corporation

By: _____
Aly Zimmermann
City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi
City Attorney

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Personnel Updates

Date: December 12, 2023

Submitted By: Tameka Usher, Director of Administrative Services

Department: Administrative Services - Human Resources

Recommendation:

A. Receive a report from the Human Resources Division of the Administrative Services Department as required by City of Rocklin Municipal Code 2.48 – Police Salaries.
B. Adopt a Resolution of the City Council of the City of Rocklin to Approve the Bargaining Unit Change for Two (2) Senior Department Administrative Specialist Allocations from the Confidential Group to AFSCME Bargaining Unit; and the Resulting Reclassification and Reallocation Changes, Y-Rated Salary Schedule, and the Deletion of the Senior Department Administrative Specialist Classification; and Approve the Bargaining Unit Change of One (1) Information Technology Analyst Allocation from the AFSCME Bargaining Unit to the Confidential Group; and Revise Confidential Salary Schedule.

Background:

Measure C

On December 15, 1980, the City Council of the City of Rocklin adopted Resolution No. 80-117 declaring the passing of “Measure C” related to Rocklin Police Department salaries and set Municipal Ordinance 2.48, which states:

The Council shall, on January 1st annually, determine the existing average salaries for the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office, operating within the county of Placer for each class of position employed by those agencies. Effective February 1, 1981, and effective February 1st of each year thereafter, the Council shall adjust and determine that the average salary for each class of position in the Rocklin Police Department as set forth in this chapter is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office.

Rocklin Municipal Code 2.48 includes the following classifications: Sergeant, Police Officer, Dispatch Supervisor (Public Safety Dispatcher Supervisor), and Dispatch Clerk (Public Safety Dispatcher II). The Human Resources Division (HR) conducted a base salary study of the comparable positions and a summary of the study results is below:

Classification	Rocklin PD Average	Local Agency Average[1]	% Difference
Sergeant	$132,255.00	$117,016.12	11.52%
Police Officer	$107,577.00	$83,223.26	11.54%
Dispatch Supervisor	$92,956.00	$77,778.27	3.27%
Public Safety Dispatcher II	$80,438.00	$63,854.77	7.94%

[1]Agencies defined in City of Rocklin Municipal Code 2.48: Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office.

Based on the results of the study, HR staff recommends that the City Council receive and accept this report as a determination that the average salaries for each class as set forth in Rocklin Municipal Code 2.48 is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office. Therefore, no additional action is required.

Bargaining Unit Changes

Confidential Group to AFSCME Bargaining Unit

HR staff recommends reallocating and transferring two (2) encumbered Senior Department Administrative Specialist allocations (positions #522 and #21) from the Confidential group to the AFSCME bargaining unit. This request is justified based on a detailed review of both incumbents' duties and responsibilities and discussions with each department director. HR confirmed that the incumbents in positions 522 and 21 are not performing duties consistent with the Employer-Employee Resolution; Section 2 Definitions, which notes that "Confidential Employee" *is defined as an employee who regularly participates in, has knowledge of, or access to, decisions of City management affecting employer-employee relations*.

For this reason, it is recommended that the positions be removed from the Confidential unit. Classification titles are not shared between the Confidential Unit and AFSCME; therefore, the positions will be reclassified from Senior Department Administrative Specialist to Administrative Assistant. The salary range for the Administrative Assistant is lower than the Senior Department Administrative Specialist; therefore, HR recommends the current incumbents' salaries be Y-rated in accordance with City of Rocklin Personnel Rule 3-01(10).
Title 2 of the California Code of Regulations, section 570.5 requires the City's salary schedules to be adopted at a public meeting. As such, staff recommends adopting a Y-rated salary schedule for the Administrative Assistant classification salary ($84.089).

Staff further recommends deleting the Senior Department Administrative Specialist classification from the Confidential Salary Schedule since it will no longer be used.
Allocation Changes:

- Community Development
  - Delete 1.0 FTE Senior Department Administrative Specialist and add 1.0 FTE Administrative Assistant

- Parks and Recreation
    - Delete 1.0 FTE Senior Department Administrative Specialist and add 1.0 FTE Administrative Assistant

AFSCME Bargaining Unit to Confidential Group

HR recommends reallocating and transferring one (1) Information Technology Analyst (position #62) from the AFSCME bargaining unit to the Confidential group. This request is justified based on a detailed review of the duties and responsibilities and discussion with the Information Technology Manager. Given such, position 62 is performing duties consistent with the Employer-Employee Resolution; Section 2 Definitions, which notes that "Confidential Employee" *is defined as an employee who regularly participates in, has knowledge of, or access to, decisions of City management affecting employer-employee relations*.

HR staff has satisfied the meet and confer obligation with AFCME regarding the proposed changes in accordance with the City of Rocklin Employee-Employer Resolution.

Fiscal Impact:

Measure C: The staff recommendation is cost-neutral and has no direct fiscal impacts on the General Fund.

Confidential to AFSCME Bargaining Unit Change: The staff recommendation is cost-neutral and have no direct fiscal impacts on the General Fund.

AFSCME Bargaining Unit to Confidential Change: The fiscal impact to the General Fund from the staff recommendation is expected to be an increase of approximately $2,390. This amount will be offset with projected operational savings.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit 1 - Y-Rated Salary Schedule
3. Resolution Exhibit 2 - Confidential Salary Schedule A and B

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO ADOPT THE RECLASSIFICATIONS AND REALLOCATIONS IN THE PARKS AND RECREATION DEPARTMENT AND COMMUNITY DEVELOPMENT DEPARTMENT, ADOPT BARGAINING UNIT CHANGES, APPROVE THE Y-RATED AND CONFIDENTIAL SALARY SCHEDULES, AND ABOLISH A CLASSIFICATION

WHEREAS, the City of Rocklin Employer-Employee Resolution 2017-237 Section 2(E) defines "confidential employee"; and

WHEREAS, based on the needs of the Community Development Department and Parks and Recreation Department, the duties assigned to the Senior Department Administrative Specialist classification do not meet the definition of confidential employee; therefore, staff seeks to transfer the positions from the Confidential group to the AFSCME bargaining unit consistent with the duties and responsibilities assigned; and

WHEREAS, Human Resources (HR) has conducted a review of 1.0 FTE Senior Department Administrative Specialist encumbered position in the Parks and Recreation Department and 1.0 FTE Senior Department Administrative Specialist encumbered position in the Community Development Department and determined that both positions should be reclassified and reallocated to the Administrative Assistant classification in AFSCME; and

WHEREAS, HR determined that the Y-Rated salary for the employees in positions 522 and 21 should be $84,089; and

WHEREAS, based on the needs of the Administrative Services Department, the duties assigned to the Information Technology Analyst (position 62) classification meets the definition of Confidential employee; therefore, staff seeks to transfer the positions from the AFSCME bargaining unit to the Confidential group consistent with the duties and responsibilities assigned; and

WHEREAS, HR determined that the salary for the confidential position 62 should be placed at salary range 34.

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

Section 1. Effective December 30, 2023, the City Council approves the reallocation of 1.0 FTE encumbered Senior Department Administrative Specialist to Administrative Assistant in the Parks and Recreation Department.

Section 2. Effective December 30, 2023, the City Council approves the reallocation of 1.0 FTE encumbered Senior Department Administrative Specialist to Administrative Assistant in the Community Development Department.

Section 3. Effective December 30, 2023, the City Council approves the bargaining unit changes for positions 522 and 21 from the Confidential group to the AFSCME bargaining unit.

Section 4. Effective December 30, 2023, the City Council approves the bargaining unit changes for position 62 from the AFSCME bargaining unit to the Confidential group.

Section 5. Effective December 30, 2023, the Y-Rated Salary Schedule attached hereto as Exhibit "1" is adopted.

Section 6. Effective December 30, 2023, the City Council abolishes the Senior Department Administrative Specialist classification.

Section 7. Effective December 30, 2023, the updated Confidential Salary Schedule attached hereto as Exhibit "2" is adopted.

PASSED AND ADOPTED this 12th day of December 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

CITY OF ROCKLIN
Y-RATED SALARY SCHEDULE
Effective December 30, 2023

Classification		Annual Salary
Administrative Assistant - Y-Rate	$	84,089

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE A
(Annual Salary)
Effective December 30, 2023

Classification	Range	1	2	3	4	5	6
Administrative Office Clerk	6	$43,666	$45,849	$48,142	$50,549	$53,076	$55,730
Communications Specialist	8	45,876	48,170	50,579	53,108	55,763	58,551
Administrative Office Assistant	11	49,404	51,874	54,468	57,191	60,051	63,053
Departmental Administrative Specialist Human Resources Technician I Legal Secretary Payroll Technician I	17	57,293	60,158	63,166	66,324	69,641	73,123
Deputy City Clerk Human Resources Technician II Payroll Technician II	20	61,699	64,784	68,023	71,424	74,995	78,745
Executive Assistant Executive Assistant to the City Manager Paralegal	24	68,104	71,509	75,085	78,839	82,781	86,920
Information Technology Analyst	34	87,179	91,538	96,115	100,920	105,966	111,265

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE A
(Annual Salary)
Effective December 30, 2023

Classification	Range	1	2	3	4	5	6	7	8	9	10
Administrative Office Clerk	6	43,666	45,194	46,776	48,413	50,108	51,861	53,677	55,555	57,500	59,512
Communications Specialist	8	45,876	47,482	49,144	50,864	52,644	54,487	56,394	58,368	60,411	62,525
Administrative Office Assistant	11	49,404	51,133	52,923	54,775	56,692	58,676	60,730	62,856	65,056	67,333
Departmental Administrative Specialist Human Resources Technician I Legal Secretary Payroll Technician I	17	57,293	59,299	61,374	63,522	65,746	68,047	70,428	72,893	75,445	78,085
Deputy City Clerk Human Resources Technician II Payroll Technician II	20	61,699	63,858	66,093	68,407	70,801	73,279	75,844	78,498	81,245	84,089
Executive Assistant Executive Assistant to the City Manager Paralegal	24	68,104	70,488	72,955	75,508	78,151	80,886	83,717	86,647	89,680	92,819
Information Technology Analyst	34	87,179	90,230	93,388	96,657	100,040	103,541	107,165	110,916	114,798	118,816

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Accounts Paid List - July to September 2023

Date: December 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the Accounts Paid List for July 1, 2023 to September 30, 2023.

Background:
The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between July 1, 2023 to September 30, 2023.

Fiscal Impact:
This report will not have a direct fiscal impact. The items included in this report are either within the budget or have been approved as budget amendments.

ATTACHMENTS:
1. Accounts Paid List July 1, 2023 - September 30, 2023

City of Rocklin

ACCOUNTS PAID LIST

for

July 01, 2023 through September 30, 2023

meeting of

December 12, 2023

DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES

11/13/2023
DATE

ROCKLIN
CALIFORNIA

City of Rocklin

Accounts Paid Summary

From: 7/1/23 To: 9/30/23

Vendor Name		Total Amount Paid
4LEAF, INC.	PROFESSIONAL SERVICES	64,247.92
A & S MOTORCYCLE PARTS	PROFESSIONAL SERVICES	407.11
ACCRUENT LLC	MAINTENANCE CONTRACTS	9,029.53
ACTIVE WELLNESS,LLC	PROFESSIONAL SERVICES	6,496.00
ADONIA STRAGALINOS	TRAVEL/TRAINING/MEALS	300.00
ADVANCED INTEGRATED PEST MANAGEMENT	MAINTENANCE CONTRACTS	5,642.00
ADVANTAGE GEAR, INC.	NON-CAP. EQUIPMENT	12,282.90
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	8,033.76
AFSS NORTHERN DIVISION	LICENSES/MEMBERSHIPS/SUBSCRIP	75.00
AIR EXCHANGE INC.	REPAIR & MAINTENANCE	1,125.79
ALLSTAR FIRE EQUIPMENT	NON-CAP. EQUIPMENT	10,539.21
ALY ZIMMERMANN	TRAVEL/TRAINING/MEALS	783.20
AMERICAN PAVEMENT SYSTEMS, INC.	INFRASTRUCTURE	331,088.64
AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION	LICENSES/MEMBERSHIPS/SUBSCRIP	80.00
ANDRE BOOKER	TRAVEL/TRAINING/MEALS	900.00
ANDREW BARRINGTON	TRAVEL/TRAINING/MEALS	29.28
ANDREW SCHILTZ	LICENSES/MEMBERSHIPS/SUBSCRIP	280.00
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	1,670.00
APA HOLDINGS, INC	PROFESSIONAL SERVICES	22,500.00
APPLIED LANDSCAPE MATERIALS, INC.	PARK REPAIR & MAINT NON-CAP EX	30,007.83
APS ENVIRONMENTAL, INC.	FACILITIES REPAIRS AND MAINT	1,632.00
ARC DOCUMENT SOLUTIONS, LLC	RENTAL/LEASE	2,046.13
ARCSTREM LLC	INSTRUCTIONAL SERVICES	7,839.00
ARROW FENCE COMPANY	PROPERTY DAMAGE EXPENDITURE	4,200.00
AT&T	COMMUNICATIONS	61,741.40
AT&T MOBILITY	COMMUNICATIONS	16,795.85
AVDIS & CUCCHI, LLP	LICENSES/MEMBERSHIPS/SUBSCRIP	55,312.00
AVI-SPL LLC	PROFESSIONAL SERVICES	90,639.81
BACKLINE SOURCE INC	PROFESSIONAL SERVICES	4,342.00
BAKER & HOSTETLER LLP	PROFESSIONAL SERVICES	202.50
BARCODES ACQUISITION, INC	NON-CAP. EQUIPMENT	2,007.67
BARTON R COX (COX MEDIA PRODUCTIONS)	INSTRUCTIONAL SERVICES	2,184.00
BENNETT ENGINEERING SERVICES	PROFESSIONAL SERVICES	180.00
BERCO REDWOOD, INC.	REPAIR & MAINTENANCE	5,291.56
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	155.35
BETTS TRUCK PARTS	VEHICLE & EQUIPMENT PARTS	1,025.69
BOETHING TREELAND FARMS, INC.	PROGRAM SUPPLIES/MATERIALS	10,000.81
BONNEVILLE INTERNATIONAL	ADVERTISING/PROMOTIONAL	19,997.00

Vendor Name		Total Amount Paid
BOUCHER LAW, PC	PROFESSIONAL SERVICES	14,935.00
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	4,043.35
BRIDGEWAY ENTERTAINMENT, INC	PROFESSIONAL SERVICES	22,500.00
BROWER MECHANICAL INC.	REPAIR & MAINTENANCE	5,727.00
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	119,841.21
BUSHNELL LANDSCAPE INDUSTRIES, INC.	PROFESSIONAL SERVICES	650.00
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	1,872.90
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	MACHINERY & EQUIPMENT	16,268.62
CALIFORNIA FIRE CHIEFS ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	960.00
CALIFORNIA POLICE CHIEFS' ASSOC.	TRAVEL/TRAINING/MEALS	675.00
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY	5,323.26
CALIFORNIA STATE DEPT. OF GENERAL SERVICES	CASP SB1186 - STATE PORTION	693.20
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES	4,125.98
CALIFORNIA TREE & LANDSCAPE CONSULTING, INC.	PROFESSIONAL SERVICES	770.00
CALLYO 2009 CORP	PROFESSIONAL SERVICES	3,540.00
CAMINO TECHNOLOGIES, INC.	MAINTENANCE CONTRACTS	20,000.00
CAPITOL CITY DESIGN, INC	FACILITIES & OTHER IMPROVEMENT	2,125.00
CAPTIAL PUBLIC RADIO INC	ADVERTISING/PROMOTIONAL	4,500.00
CD & POWER	PROFESSIONAL SERVICES	3,250.00
CDW GOVERNMENT INC.	MAINTENANCE CONTRACTS	7,029.85
CELLEBRITE INC.	PROFESSIONAL SERVICES	6,542.25
CENTRAL VALLEY ENG. & ASPHALT INC.	INFRASTRUCTURE	1,121,371.88
CENTRALSQUARE TECHNOLOGIES	MAINTENANCE CONTRACTS	43,962.28
CHAVAN & ASSOCIATES, LLP	PROFESSIONAL SERVICES	16,200.00
CHAYANNE PLASCENCIA (CHAMPION SPORT SURFACES)	PROFESSIONAL SERVICES	12,500.00
CHELSI DARLING	TRAVEL/TRAINING/MEALS	27.30
CHRISTOPHER CASCIATO	TRAVEL/TRAINING/MEALS	210.00
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE	7,653.56
CINTAS FIRST AID & SAFETY	PROGRAM SUPPLIES/MATERIALS	1,218.52
CITY OF FOSTER CITY	RECRUITMENT EXPENSES	3,975.00
CITY OF LINCOLN	NON-CAP. EQUIPMENT	1,600.00
CITY OF ROCKLIN - PETTY CASH	PROGRAM SUPPLIES/MATERIALS	90.59
CITY OF ROSEVILLE	HWY 65 PAYABLE	67,572.99
CITY OF SACRAMENTO	TRAVEL/TRAINING/MEALS	4,282.00
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES	2,080.00
CLEAR CHANNEL BROADCASTING	ADVERTISING/PROMOTIONAL	1,000.00
COASTLINE WATER RESORCES	PROFESSIONAL SERVICES	4,400.00
COLLIN RAYE ENTERTAINMENT LLC	PROFESSIONAL SERVICES	11,610.00
COMCAST HOLDINGS CORPORATION COMMERCIAL	ADVERTISING/PROMOTIONAL	4,896.75
PUMP SERVICE, INC	COMMUNICATIONS	500.00
COMSTOCK PUBLISHING INC.	ADVERTISING/PROMOTIONAL	5,875.00
CONCRETE BOOKING AGENCY	PROFESSIONAL SERVICES	1,976.25
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS	2,981.52

Vendor Name		Total Amount Paid
CONSOLIDATED ENGINEERING, INC	REPAIR & MAINTENANCE	84,884.85
CONTRA COSTA COUNTY	TRAVEL/TRAINING/MEALS	1,948.00
CORDICO PSYCHOLOGICAL CORPORATION	PROFESSIONAL SERVICES	1,500.00
CORY MAYLETT DESIGN LLC	PROFESSIONAL SERVICES	1,380.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE	16,988.43
CPS HR CONSULTING	RECRUITMENT EXPENSES	718.00
CRAIG MIERS & GEORGE SCOTT ARCHITECTS, LLP	BUILDING	28.02
CURTIS BLUE LINE	UNIFORMS	30,540.87
CWE	PARK IMPROVEMENTS	2,020.15
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	160.40
DALE DOUGHERTY	LICENSES/MEMBERSHIPS/SUBSCRIP	2,500.00
DAMIAN FERNANDEZ (REESE'S INSTALLATION)	REPAIR & MAINTENANCE	4,890.00
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	300.00
DAVID DOWNING (USA FENCING COMPANY)	REPAIR & MAINTENANCE	550.00
DCS TESTING & EQUIPMENT, INC.	PROFESSIONAL SERVICES	4,600.80
DE NOVO PLANNING GROUP	PROFESSIONAL SERVICES	3,120.00
DELL	MACHINERY & EQUIPMENT	301,019.22
DELTA REGIONAL MONITORING PROGRAM	LICENSES/MEMBERSHIPS/SUBSCRIP	20,600.00
DIANE L MURRA (WEST COAST FUSION ELITE PERFORM)	INSTRUCTIONAL SERVICES	321.75
DISCOVERY DOOR, INC.	FACILITIES REPAIRS AND MAINT	3,155.00
DOKKEN ENGINEERING	INFRASTRUCTURE	29,844.57
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	429,387.76
DOUGLAS EVAN THOMAS	PROFESSIONAL SERVICES	300.00
DOUGLAS VANCE	RESERVE OFFICER EXPENSE	205.19
DOWNEY BRAND LLP	PROFESSIONAL SERVICES	50,632.91
EASTER SEALS SUPERIOR CALIFORNIA ECONOMIC	PROFESSIONAL SERVICES	3,563.07
AND PLANNING SYSTEMS, INC. ECORP	PROFESSIONAL SERVICES	1,416.25
CONSULTING, INC.	INFRASTRUCTURE	1,478.75
EDGES ELECTRICAL GROUP, LLC	PROPERTY DAMAGE EXPENDITURE	2,581.51
ENTENMANN-ROVIN COMPANY	UNIFORMS	2,124.71
ENTERPRISE FLEET MANAGEMENT	RENTAL/LEASE	3,157.56
ETHOS-CALIFORNIA VETERINARY GROUP INC	PROFESSIONAL SERVICES	150.00
EXPRESS SERVICES	PROFESSIONAL SERVICES	8,950.00
FASTENAL COMPANY	PROGRAM SUPPLIES/MATERIALS	242.79
FEHR & PEERS	PROFESSIONAL SERVICES	49,738.20
FIRECODE SAFETY EQUIPMENT, INC.	FACILITIES REPAIRS AND MAINT	408.94
FIREFIGHTERS PRINT & DESIGN	PROGRAM SUPPLIES/MATERIALS	1,040.97
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	4,437.55
FLOCK GROUP INC	MAINTENANCE CONTRACTS	20,875.00
FOLSOM SIGN COMPANY	PROFESSIONAL SERVICES	5,107.35
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	12,239.34
FRANCISCO & ASSOCIATES	PROFESSIONAL SERVICES	24,415.00
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	4,931.34

Vendor Name		Total Amount Paid
FUTURE FORD LINCOLN	PROFESSIONAL SERVICES	3,455.05
GARRITT H. WALSH (SELECT ELECTRIC)	REPAIR & MAINTENANCE	8,854.00
GAYNOR TELESYSTEMS, INC	MAINTENANCE CONTRACTS	3,558.56
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	12,926.27
GEORGE REED, INC	INFRASTRUCTURE	43,266.80
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	PROFESSIONAL SERVICES	1,522.53
GP LANDSCAPE	REPAIR & MAINTENANCE	4,840.00
GREATER SACRAMENTO INVESTMENTS, LLC	INSTRUCTIONAL SERVICES	26,315.60
GREEN ACRES NURSERY & SUPPLY	PROGRAM SUPPLIES/MATERIALS	128.70
GREG HILTON	TRAVEL/TRAINING/MEALS	240.00
GREG M. STENSLER	TRAVEL/TRAINING/MEALS	561.91
GREGORY TAWNEY (D-TAC K9 LLC)	PROFESSIONAL SERVICES	2,650.00
HARRIS INDUSTRIAL GASES	RENTAL/LEASE	800.00
HDL COREN & CONE	PROFESSIONAL SERVICES	4,295.00
HDL SOFTWARE LLC	MAINTENANCE CONTRACTS	9,747.49
HEIDI HOPPER	TRAVEL/TRAINING/MEALS	1,383.71
HERC EXCHANGE LLC	RENTAL/LEASE	13,098.24
HERITAGE LANDSCAPE SUPPLY GROUP	REPAIR & MAINTENANCE	64,682.04
HOLT OF CALIFORNIA	VEHICLE & EQUIPMENT PARTS	642.24
HOMEWOOD BUILDING SUPPLY, LLC	PROGRAM SUPPLIES/MATERIALS	66.40
HONEYWELL INTERNATIONAL INC	MACHINERY & EQUIPMENT	220,937.31
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS	3,999.02
HUNT & SONS INC.	FUEL/OIL	69,200.75
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE	11,495.00
ILLUMINATE PRODUCTION SERVICES INC	PROFESSIONAL SERVICES	7,458.66
INNOCORP LTD	NON-CAP. EQUIPMENT	2,459.78
INSOMNIAC PRODUCTIONS	ADVERTISING/PROMOTIONAL	2,713.43
INSTRUMENT TECHNOLOGY CORPORATION	PROGRAM SUPPLIES/MATERIALS	1,805.35
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS, INC	LICENSES/MEMBERSHIPS/SUBSCRIP	285.00
INTERNATIONAL CODE COUNCIL INC.	LICENSES/MEMBERSHIPS/SUBSCRIP	292.00
IO PREDICT INC	RECRUITMENT EXPENSES	45.00
ISIMULATE	NON-CAP. EQUIPMENT	9,090.00
IVAN RODRIGUEZ	TRAVEL/TRAINING/MEALS	19.13
J & A STEAM, LLC	REPAIR & MAINTENANCE	6,925.00
J.C. NELSON SUPPLY CO.	PROGRAM SUPPLIES/MATERIALS	3,456.13
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS	7,815.84
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE	32,347.92
JALEH NAASZ (ISABEL AZAM)	INSTRUCTIONAL SERVICES	4,559.75
JAM SERVICES, INC	REPAIR & MAINTENANCE	14,446.58
JANETTE HALEY	TRAVEL/TRAINING/MEALS	180.00
JASON SHEARER	RET HEALTH PAYGO INSURANCE	1,698.00
JASON WESTGATE	PROFESSIONAL SERVICES	400.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE	531.00

Vendor Name		Total Amount Paid
JENNIFER WELLS	RET HEALTH PAYGO INSURANCE	354.00
JERAMY GILLEN	TRAVEL/TRAINING/MEALS	317.31
JEREMY BLACK	TRAVEL/TRAINING/MEALS	180.00
JEREMY GLAZINER	TRAVEL/TRAINING/MEALS	150.00
JEREMY MACHADO (MAUI SIGNS)	PROGRAM SUPPLIES/MATERIALS	3,562.84
JERMAINE ERBY	TRAVEL/TRAINING/MEALS	28.96
JESSE LLOPIS	TRAVEL/TRAINING/MEALS	334.48
JETMULCH, INC	PARK REPAIR & MAINT NON-CAP EX	7,366.00
JJMS ENTERPRISES INC	PROFESSIONAL SERVICES	355.00
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES	4,594.00
JOHN G ROBY (SIRCHIE AQUISITION CO LLC)	PROGRAM SUPPLIES/MATERIALS	622.58
JON HARTMAN	INSTRUCTIONAL SERVICES	5,915.00
JORDAN KENT ENTERPRISES LLC	INSTRUCTIONAL SERVICES	3,542.00
JORDAN VELASCO	TRAVEL/TRAINING/MEALS	260.59
JOSH LITTLE	TRAVEL/TRAINING/MEALS	72.93
JOSHUA PRIEST	TRAVEL/TRAINING/MEALS	465.19
JULIE BARBOUR	PROFESSIONAL SERVICES	503.75
JULIE ERVIN	TRAVEL/TRAINING/MEALS	283.29
JUSTIN NARTKER	TRAVEL/TRAINING/MEALS	69.02
KEISER CORPORATION	NON-CAP. EQUIPMENT	3,320.33
KIDSFIRST CHILD ABUSE PREVENTION COUNCIL OF PLACER	PROFESSIONAL SERVICES	20,273.94
KIMLEY-HORN AND ASSOCIATES INC.	PROFESSIONAL SERVICES	41,298.92
KNOWBE4, INC	TRAVEL/TRAINING/MEALS	7,452.00
KOEFRAN INDUSTRIES, INC.	PROFESSIONAL SERVICES	250.00
KOFF & ASSOCIATES, INC.	PROFESSIONAL SERVICES	1,050.00
KOMI E AKPAWU	TRAVEL/TRAINING/MEALS	27.60
KRISTOPHER GIBSON	TRAVEL/TRAINING/MEALS	269.56
KRONOS INCORPORATED	MAINTENANCE CONTRACTS	2,868.12
KS STATE BANK	MAINTENANCE CONTRACTS	123,156.12
L & H AIRCO SERVICE	FACILITIES REPAIRS AND MAINT	1,186.81
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT	10,789.83
LAURA DEASON (COLE PRO MEDIA)	PROFESSIONAL SERVICES	6,000.00
LAW OFFICES OF LIEBERT CASSIDY & WHITMOR	PROFESSIONAL SERVICES	66,822.00
LAWRENCE J. OSBORNE (ELEPHANT IDEAS)	PROGRAM SUPPLIES/MATERIALS	1,326.69
LEADSONLINE PARENT LLC	PROFESSIONAL SERVICES	3,085.00
LEGAL DEFENSE FUND OF THE PEACE OFFICERS RESEARCH	RESERVE OFFICER EXPENSE	72.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE	827.61
LEHR AUTO ELECTRIC INC.	MAINTENANCE CONTRACTS	4,486.69
LES SCHWAB TIRE CENTER	PROFESSIONAL SERVICES	820.72
LEXISNEXIS	PROFESSIONAL SERVICES	4,315.90
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS	8,835.47
LOCALITY MEDIA INC	PROFESSIONAL SERVICES	4,999.00
LOGAN STONER	TRAVEL/TRAINING/MEALS	750.00

Vendor Name		Total Amount Paid
MALLORY SAFETY AND SUPPLY LLC	REPAIR & MAINTENANCE	2,714.72
MANGO TECHNOLOGY INC	PROFESSIONAL SERVICES	1,800.00
MARA RAUBITSCHEK (ART WITH MARA)	INSTRUCTIONAL SERVICES	3,307.50
MARCALE WALLACE	TRAVEL/TRAINING/MEALS	240.00
MARK FLATLEY	TRAVEL/TRAINING/MEALS	28.00
MATERIAL HANDLING SYSTEMS, INC	PROFESSIONAL SERVICES	1,461.20
MATT ROEMMICH	TRAVEL/TRAINING/MEALS	180.00
MAVERICK NETWORKS, INC.	MAINTENANCE CONTRACTS	25,971.03
MCMASTER-CARR	PROGRAM SUPPLIES/MATERIALS	636.32
MEGAN HOLMAN (IT'S ALL IN THE DETA)	PROFESSIONAL SERVICES	1,000.00
METROPOLITAN TRANSPORTATION COMMISSION	LICENSES/MEMBERSHIPS/SUBSCRIP	4,500.00
MICHAEL PETERSON (BUILDING CONCEPTS)	BUILDING	83,397.65
MICHAELA BYLSMA	TRAVEL/TRAINING/MEALS	368.55
MICHELE IACHELLA	ADVERTISING/PROMOTIONAL	1,275.00
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES	20,032.00
MIRACLE PLAYSYSTEMS, INC.	PROGRAM SUPPLIES/MATERIALS	2,500.27
MITY-LITE INC	PROGRAM SUPPLIES/MATERIALS	6,788.11
MIWALL CORPORATION	PROGRAM SUPPLIES/MATERIALS	15,315.30
MMANC	TRAVEL/TRAINING/MEALS	575.00
MORGAN DZIAD	INSTRUCTIONAL SERVICES	925.60
MOST DEPENDABLE FOUNTAINS	PROGRAM SUPPLIES/MATERIALS	27,793.76
MOTOROLA SOLUTIONS, INC.	MAINTENANCE CONTRACTS	18,886.00
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	2,555.49
MUSCO SPORTS LIGHTING, LLC	PROGRAM SUPPLIES/MATERIALS	6,711.16
MYRA R. SALAZAR	TRAVEL/TRAINING/MEALS	300.00
NATHAN WHANN	TRAVEL/TRAINING/MEALS	263.14
NATIONAL ACADEMY OF ATHLETICS	INSTRUCTIONAL SERVICES	17,848.60
NATIONAL GARAGE DOOR	REPAIR & MAINTENANCE	975.08
NEIGHBORLY PEST MANAGEMENT	PROFESSIONAL SERVICES	4,135.00
NEIL COSTA	TRAVEL/TRAINING/MEALS	180.00
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES	23,850.00
NEWPORT BEACH-ALLIANT INSURANCE SERVICE, INC.	INSURANCE PREMIUMS	116,951.00
NI GOVERNMENT SERVICES INC.	PROFESSIONAL SERVICES	97.35
NICHOLAS VERBER	TRAVEL/TRAINING/MEALS	25.10
NOR CAL SIGNAL SUPPLY LLC	REPAIR & MAINTENANCE	3,949.93
NORCAL ENVIRONMENTAL MGMT INC	PROFESSIONAL SERVICES	1,310.00
NORDIC ENTERPRISES INC	TRAVEL/TRAINING/MEALS	4,995.00
NORTHERN CALIF CITIES SELF INS FUND	INSURANCE PREMIUMS	2,287,411.50
NORTHERN CALIFORNIA GLOVE INC.	PROGRAM SUPPLIES/MATERIALS	1,752.29
NORTHERN STATE CONTRACTORS INC	REPAIR & MAINTENANCE	66,386.25
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS	4,080.65
OCCU-MED, LTD.	RECRUITMENT EXPENSES	5,980.48
OCEAN SHORE PRINTING	PROFESSIONAL SERVICES	2,463.99

Vendor Name		Total Amount Paid
ONE TIME PAY	REFUND PAYABLE	31,935.72
ONELLY OLIVAS-PEREZ	TRAVEL/TRAINING/MEALS	240.00
OPEN AIR CINEMA LLC	NON-CAP. EQUIPMENT	13,108.55
PACIFIC GAS & ELECTRIC CO.	UTILITIES	552,671.26
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS	3,392.33
PBM CONSTRUCTION, INC.	REPAIR & MAINTENANCE	254,710.02
PEACE OFFICERS RESEARCH ASSOCIATION OF CA	RESERVE OFFICER EXPENSE	24.00
PERFORMANCE EMS	PROFESSIONAL SERVICES	720.00
PETDATA	PROFESSIONAL SERVICES	2,659.30
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE	193,894.14
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT	MAINTENANCE CONTRACTS	786.65
PLACER COUNTY DISTRICT ATTORNEY	PROFESSIONAL SERVICES	1,300.00
PLACER COUNTY ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES	624.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	FLOOD DISTRICT LIABILITY	1,845.85
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES	32,787.99
PLACER COUNTY LAW ENFORCEMENT CHAPLAINCY	PROFESSIONAL SERVICES	6,000.00
PLACER COUNTY OFFICE OF EMERGENCY SERVICES	PROFESSIONAL SERVICES	7,953.71
PLACER COUNTY REVENUE SERVICES DIV.	PD EVIDENCE DEPOSIT	3,960.00
PLACER COUNTY WATER AGENCY	UTILITIES	704,282.87
POINT EMBLEMS LLC	ADVERTISING/PROMOTIONAL	2,382.32
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES	151,363.12
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS	5,219.07
PRIME TIME ENTERTAINMENT	PROFESSIONAL SERVICES	2,250.00
PRIORITY DISPATCH	PROGRAM SUPPLIES/MATERIALS	436.86
PROFORCE LAW ENFORCEMENT	PROGRAM SUPPLIES/MATERIALS	1,117.01
R & M REFRIGERATION	PROFESSIONAL SERVICES	2,782.44
R.E.Y. ENGINEERS, INC	INFRASTRUCTURE	15,778.90
RAPID FIRST PLUMBING	REPAIR & MAINTENANCE	2,994.03
RDO EQUIPMENT CO	VEHICLE & EQUIPMENT PARTS	837.59
RECOLOGY AUBURN PLACER	DUE TO OTHER ENTITIES	12,581.80
REGINALD WILLIAMS	TRAVEL/TRAINING/MEALS	180.00
RELIANT TALENT AGENCY LLC	PROFESSIONAL SERVICES	11,043.75
RICK LAWRENCE	TRAVEL/TRAINING/MEALS	561.09
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS	393.24
ROB THOMPSON (LEGACY RANCHING)	PROFESSIONAL SERVICES	86,100.25
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES	900.00
ROCKLIN CHAMBER OF COMMERCE	ADVERTISING/PROMOTIONAL	6,400.00
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE	33,556.16
ROCKLIN UNIFIED SCHOOL DISTRICT	RENTAL/LEASE	250,846.20
ROCKLIN WINDUSTRIAL	PROGRAM SUPPLIES/MATERIALS	384.93
ROSS RECREATION EQUIPMENT CO, INC.	PARK REPAIR & MAINT NON-CAP EX	8,461.76
RR & NS ENTERPRISES INC	PROFESSIONAL SERVICES	5,305.43
RUSSELL SCHERMERHORN	TRAVEL/TRAINING/MEALS	240.00

Vendor Name		Total Amount Paid
RUSTIN BANKS	TRAVEL/TRAINING/MEALS	360.00
SACRAMENTO AREA COUNCIL OF GOVERNMENTS	LICENSES/MEMBERSHIPS/SUBSCRIP	26,763.00
SACRAMENTO PRODUCTION SERVICES INC	PROFESSIONAL SERVICES	4,146.29
SACRAMENTO REGIONIAL FIRE PREVENTION	LICENSES/MEMBERSHIPS/SUBSCRIP	60.00
SAFE RESTRAINTS, INC.	NON-CAP. EQUIPMENT	2,886.62
SAFETY-KLEEN SYSTEMS, INC.	PROFESSIONAL SERVICES	5,016.68
SARAH WALTON	TRAVEL/TRAINING/MEALS	300.00
SCHMIEGEL, KURT	LICENSES/MEMBERSHIPS/SUBSCRIP	500.00
SCOTT HORRILLO	TRAVEL/TRAINING/MEALS	180.00
SCOTT PRENTICE (RACHEL STEELE)	PROFESSIONAL SERVICES	2,250.00
SEARCH AMERICA, LLC	PROFESSIONAL SERVICES	439.80
SECURITY & ASSET MANAGEMENT, LP	MAINTENANCE CONTRACTS	6,721.80
SEEVERS JORDAN ZIEGENMEYER	PROFESSIONAL SERVICES	3,200.00
SENIORS FIRST, INC.	PROFESSIONAL SERVICES	1,187.28
SENTINEL FIRE EQUIPMENT	REPAIR & MAINTENANCE	223.61
SHAWN BAIRD	TRAVEL/TRAINING/MEALS	803.07
SHERBURN L. HINKLEY (HINKLEY'S MASONRY)	REPAIR & MAINTENANCE	100.00
SHI INTERNATIONAL CORP.	MAINTENANCE CONTRACTS	9,989.72
SHRED-IT USA, LLC	PROFESSIONAL SERVICES	107.83
SIERRA BUSINESS COUNCIL	SMALL BUSINESS SUPPORT GRANT	284,266.00
SIERRA PACIFIC TURF SUPPLY INC.	PROGRAM SUPPLIES/MATERIALS	692.07
SIERRA SAFETY	PROGRAM SUPPLIES/MATERIALS	895.50
SIERRA STRIPING INC.	PARK REPAIR & MAINT NON-CAP EX	6,690.00
SIERRA TRAFFIC MARKINGS, INC.	REPAIR & MAINTENANCE	6,372.25
SIERRA-SACRAMENTO VALLEY EMERGENCY	MAINTENANCE CONTRACTS	100.00
SITEIMPROVE, INC.	MAINTENANCE CONTRACTS	1,014.22
SITEWISE CONSTRUCTION INC	PROFESSIONAL SERVICES	7,900.00
SKIP'S MUSIC INC.	PROFESSIONAL SERVICES	12,500.00
SMITH, KAREN	PROGRAM SUPPLIES/MATERIALS	54.46
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE	5,188.36
SOUTH PLACER M.U.D.	UTILITIES	8,398.12
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES	130,122.71
SPKR TOURING INC	PROFESSIONAL SERVICES	6,250.00
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES	54,069.78
ST. FRANCIS ELECTRIC, INC.	PROPERTY DAMAGE EXPENDITURE	4,946.14
STAND UP PLACER, INC	PROFESSIONAL SERVICES	10,311.40
STERICYCLE, INC	PROFESSIONAL SERVICES	849.22
STEVE J. ORTMANN	TRAVEL/TRAINING/MEALS	175.07
SUMER K. REGALIA	TRAVEL/TRAINING/MEALS	600.00
SUN RIDGE SYSTEMS INC.	PROFESSIONAL SERVICES	47,675.00
SUNBELT RENTALS INC.	RENTAL/LEASE	17,123.75
SWARCO MCCAIN, INC	PROGRAM SUPPLIES/MATERIALS	4,885.18
SYMBOL ARTS	UNIFORMS	428.60

Vendor Name		Total Amount Paid
SYTECH SOLUTIONS	PROFESSIONAL SERVICES	5,038.75
TAT-YIK JARVIS KA	PROFESSIONAL SERVICES	4,997.58
TERRI RUGGERI	INSTRUCTIONAL SERVICES	2,115.75
TESCO CONTROLS INC.	REPAIR & MAINTENANCE	9,019.73
TETRA TECH, INC.	PROFESSIONAL SERVICES	2,727.73
THE GATHERING INN	PROFESSIONAL SERVICES	162,466.02
THE GOODYEAR TIRE & RUBBER COMPANY	PROFESSIONAL SERVICES	5,641.03
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES	800.00
THE SALVATION ARMY	PROFESSIONAL SERVICES	4,068.00
THELONIOUS DIXON	PROFESSIONAL SERVICES	2,795.00
THOMAS E JONES (SIERRA HILLS FRAMING)	ADVERTISING/PROMOTIONAL	903.48
THYSSEN-KRUPP ELEVATOR	MAINTENANCE CONTRACTS	1,787.96
TIM R. STEVENSON (ATLAS WELDCO)	PROFESSIONAL SERVICES	843.75
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	INFRASTRUCTURE	330,090.35
TIMOTHY SHERRILL	TRAVEL/TRAINING/MEALS	215.00
TINA MUELLER	TRAVEL/TRAINING/MEALS	300.00
T-MOBILE USA, INC	RENTAL INCOME	26,200.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	PROFESSIONAL SERVICES	1,396.97
TREE PRO TREE SERVICES INC	PROFESSIONAL SERVICES	76,950.07
TRIPEPI SMITH AND ASSOCIATES, INC	PROFESSIONAL SERVICES	7,800.00
TYLER PAULSEN	TRAVEL/TRAINING/MEALS	25.24
TYLER TECHNOLOGIES INC.	PROFESSIONAL SERVICES	7,400.00
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL	33,088.90
ULTRA LINK CABLING SYSTEMS, INC.	PROFESSIONAL SERVICES	2,380.37
UNDERGROUND SERVICE ALERT	LICENSES/MEMBERSHIPS/SUBSCRIP	5,401.69
UNION PACIFIC RAILROAD COMPANY	RENTAL/LEASE	10,149.44
UPCODES INC	LICENSES/MEMBERSHIPS/SUBSCRIP	1,188.00
USPS - HASLER	POSTAGE	10,000.00
VALLEY FIRE & SECURITY ALARMS, INC.	MAINTENANCE CONTRACTS	3,570.00
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS	7,655.14
VAN DERMYDEN MAKUS LAW CORPORATION	PROFESSIONAL SERVICES	3,974.43
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES	791.92
VERIZON BUSINESS	COMMUNICATIONS	144.05
VERIZON WIRELESS	PROGRAM SUPPLIES/MATERIALS	22,677.06
VIRTUAL PM INC.	MAINTENANCE CONTRACTS	8,750.00
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES	22,718.25
VORTEX USA INC	PARK REPAIR & MAINT NON-CAP EX	8,040.05
WALKER'S OFFICE SUPPLIES	GENERAL OFFICE SUPPLIES	44.17
WATERWORKS AQUATIC MANAGEMENT, INC.	PROFESSIONAL SERVICES	6,480.50
WAVE BROADBAND	MAINTENANCE CONTRACTS	70,908.39
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	1,931.57
WAYNE BOYER (MOTOPORT USA)	UNIFORMS	1,750.84
WENDY SMITH	TRAVEL/TRAINING/MEALS	240.00

Vendor Name		Total Amount Paid
WHITE CAP SUPPLY HOLDINGS II, LLC	PROGRAM SUPPLIES/MATERIALS	660.54
WHITNEY OAKS GOLF CLUB	UTILITIES	7,874.10
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	25,015.92
WINNER CHEVROLET, INC.	FLEET CAPITAL	183,656.60
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	10,142.00
ZUMAR INDUSTRIES INC.	PROGRAM SUPPLIES/MATERIALS	4,829.89
US BANK	JUL, AUG, SEP CALCARD PAYMENT	290,349.56
	Total:	$11,701,047.57

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Quarterly Treasurer's Report

Date: December 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the Treasurer's Report for the Quarter Ending September 30, 2023.

Background:
The Quarterly Treasurer's Report (Attachment 1), for the quarter ending September 30, 2023, provides the depository, maturity date, amount, and estimated annualized interest earnings for the City's investments pursuant to the Investment Policy (Resolution No. 2023-67).

ATTACHMENTS:
1. Treasurer's Report for Quarter Ending September 30, 2023

CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
SEPTEMBER 30, 2023

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
				INVESTMENTS			
LOCAL AGENCY INVESTMENT FUND			3.534	$40,591,948	$ 40,591,948	$ 1,434,519	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	$ 20,000	$ 20,000	$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: $20,214.78* Par Value: $20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			3.061	$ 8,795,420	$ 8,795,420	$ 269,228	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			3.454	$ 5,249,290	$ 5,249,290	$ 181,310	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			3.640	$51,271,992	$ 51,271,992	$ 1,866,301	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					**$ 105,928,650**	**$ 3,752,733**	
AVERAGE PERCENTAGE ON INVESTMENTS			3.543%		WEIGHTED AVERAGE MATURITY	1.27 years	
				OPERATING ACCOUNTS			
WELLS FARGO OPERATING ACCOUNT			N/A	$ 5,249,785	$ 5,249,785	$ -	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			1.090	$ 156,173	$ 156,173	$ 1,702	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					**$ 5,405,958**	**$ 1,702**	

* Sources of pricing as reported by Wells Fargo Investments.

I hereby certify that the above amounts and locations of accounts represent the total investments of the City of Rocklin as of the date of this report and that the investments are in conformity with Legislative Policy No. 1 as restated in Resolution 2023-67 on May 9, 2023. I hereby certify that the City of Rocklin has sufficient funds available to meet its expenditure requirements for the next six months.

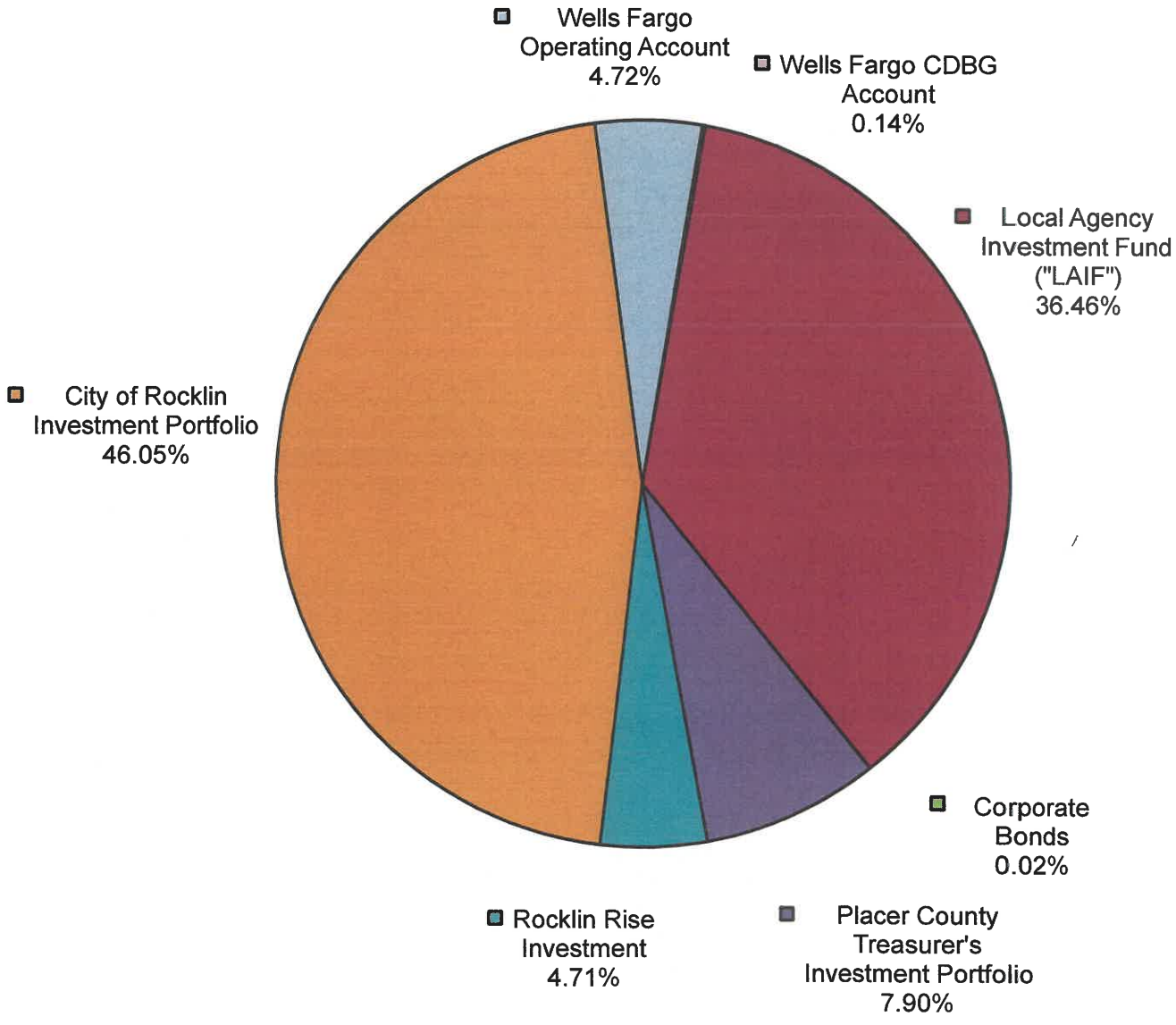
DANIEL CHOE
CITY TREASURER

11/16/2023
DATE

ALY ZIMMERMANN
CITY MANAGER

11/17/2023
DATE

CITY OF ROCKLIN INVESTMENT REPORT
for the Quarter Ended September 30, 2023



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Section 115 Trust for Pension Investment Strategy

Date: December 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive an Update on the Investment Strategy for the City's Section 115 Trust for Pension.

Background:

On September 26, 2023, the City Council adopted Resolution No. 2023-154, approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services (PARS) for the establishment, administration, and management of a Section 115 Trust for pension in consideration of the benefits, as follows:

- Financial Tool: The Section 115 Trust is a financial instrument that can used for prefunding pension and retirees' health plans.
- Rainy-Day Fund: The trust can be utilized as a rainy-day fund, providing financial security during unexpected challenges.
- Tax-Exempt Earnings: The trust offers the advantage of tax-exempt earnings, helping to maximize returns on investments.
- Risk Management: The trust helps address risk by enabling further diversification of investments. It employs conservative investment guidelines, reducing risk compared to CalPERS.
- Proactive Pension Liability Management: It is used to proactively address future increases in pension liabilities, ensuring fiscal responsibility.
- Asset Protection: Funds held in the trust that can only be used for their intended purposes, providing asset protection.
- Local Control: The trust allows for local control, permitting the withdrawal of funds to balance the budget or address unforeseen spikes in employer contribution rates.

In addition, the City Council authorized the initial funding of $1.3 million for the Section 115 Pension Trust.

Currently, staff is working with PARS to establish the Section 115 Trust for pension prefunding. To complete the onboarding process, the City needs to determine an investment strategy for the pension prefunding trust. The PARS Trust program offers the following four pre-established investment strategies, as reflected as Attachment 1:

1. Fixed Income - 100% fixed income
2. Conservative - 60% fixed income, 40% equity
3. Balanced - 40% fixed income, 60% equity
4. Growth - 25% fixed income, 75% equity

On November 1, 2023, the City's Investment Advisory Committee reviewed the investment strategies presented by staff. At the conclusion of the meeting, the Committee passed a motion approving the utilization of the conservative investment strategy for the City's Section 115 Trust for Pension. The conservative investment strategy, consisting of 60% fixed income and 40% equity, was selected to preserve principal while ensuring a sufficient rate of return consistent with the City's objectives and risk tolerance in establishing the pension prefunding trust. The following additional rationales were provided for choosing this strategy:

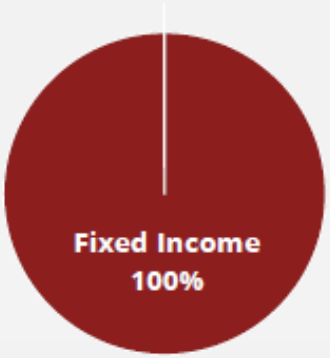
- The City may need to withdraw pension funds in the shorter-term, especially when facing increasing CalPERS rates, and they prefer a strategy with lower potential volatility.
- The conservative approach is selected to minimize risk exposure. Higher risk exposure is associated with equity-heavy investment strategies.
- The conservative strategy offers the City an opportunity to outperform its investments and diversify pension assets outside of CalPERS. CalPERS investments are inherently aggressive, as they are targeting a 6.8% rate of return (current discount rate). This strategy allows agencies to assume significantly less risk compared to CalPERS investments.

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

ATTACHMENTS:
1. Vanguard Pre-Established Investment Strategies

Vanguard Pre-Established Investment Strategies

Fixed Income

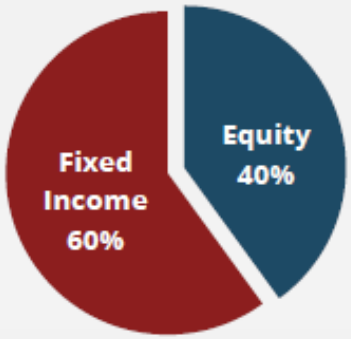


Expected Returns

5-Year, 4.88%

10-Year, 4.62% | 30-year 4.52%

Conservative

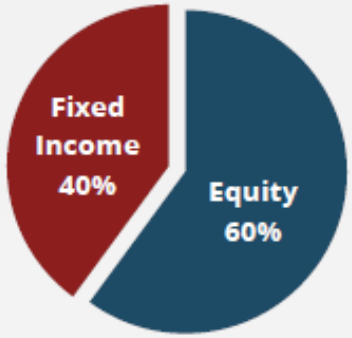


Expected Returns

5-Year, 5.40%

10-Year, 5.55% | 30-year, 6.01%

Balanced

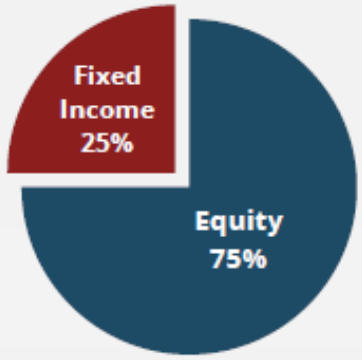


Expected Returns

5-Year, 5.48%

10-Year, 5.81% | 30-year, 6.56%

Growth



Expected Returns

5-Year, 5.49%

10-Year, 5.94% | 30-year, 6.90%

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Development Impact Fee Annual (AB 1600) Reports for Fiscal Year 2022/23

Date: December 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Service

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting Development Impact Fee Reports for the Period Ending June 30, 2023 as Required by Government Code Sections 66000 et seq.

Background:
In 1987, the California Legislation passed Assembly Bill 1600 (AB 1600), also known as the Mitigation Fee Act (Gov. Code, Sections 66000 et seq.), which governs the establishment and administration of development impact fees. A development impact fee is a monetary exaction other than a tax or special assessment that is charged by a local agency to new development for the purposes of defraying costs of public facilities needed as a result of impacts created by the new development.

Development impact fees are segregated and placed in special funds or accounts, which earn interest. AB 1600 requires local agencies that impose impact fees to annually provide the public with a report that reflects:

1. The beginning and ending balances of each separate impact fee fund;
2. The amount of fees collected and the interest earned for the year;
3. The amount of expenditures and refunds made in the year;
4. The percentage of project expenditures paid for by fees; and
5. A description of the type of fees and the fee amount.

Discussion:
As of June 30, 2023, the City had nine separate and distinct development impact fees that are collected, pursuant to AB 1600. The following is a summary listing of the fees, along with the balance for each fee account, as of June 30, 2023:

Exhibit #. Development Impact Fee: Fund Balance

A. Public Facilities Fee: $1,021,684
B. Community Park Fee: ($130,646)
C. NW Rocklin Community Park Fee: $964,797
D. Traffic Circulation Impact Fee: $17,419,258
E. Whitney Ranch Interchange Fee: $1,518,449
F. Whitney Ranch Trunk Sewer Fee: $0
G. Oak Tree Mitigation Fee: $129,311
H. Community Recreation Fee:$3,703
I. Trail Impact Fee: $854

Findings and Conclusions:

The reports provide information consistent with the annual reporting requirements outlined in the Government Code for each City development impact fee, and are reflected as Attachments 2-10 of this staff report (Exhibits A – I to the Resolution). Once adopted, these Development Impact Fee reports will be posted on the City webpage.

Fiscal Impact:

There is no direct fiscal impact resulting from these reports.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Public Facilities Impact Fee
3. Resolution Exhibit B - Community Park Fee
4. Resolution Exhibit C - Northwest Rocklin Community Park Fee
5. Resolution Exhibit D - Traffic Circular Impact Fee
6. Resolution Exhibit E - Whitney Ranch Interchange Fee
7. Resolution Exhibit F - Whitney Ranch Trunk Sewer Project Fee
8. Resolution Exhibit G - Oak Tree Mitigation Fee
9. Resolution Exhibit H - Community and Recreation Facilities Fee
10. Resolution Exhibit I - Trail Impacts Fee

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING DEVELOPMENT IMPACT FEE REPORTS FOR THE PERIOD ENDING JUNE 30, 2023
AS REQUIRED BY GOVERNMENT CODE SECTIONS 66000 ET SEQ

WHEREAS, Government Code sections 66000 et seq. (commonly known as and referred to herein as AB 1600) regulate the imposition, collection, maintenance, expenditure and reporting of impact fees imposed on developers for the purpose of defraying costs of public facilities; and

WHEREAS, the City has identified certain development impact fees the City collects from developers, which are subject to AB 1600 requirements; and

WHEREAS, in accordance with the provisions of AB 1600, the City has set up separate special revenue funds for each type of fee, crediting earned interest to those funds, and spending the accumulated fees and related interest on appropriate expenditures; and

WHEREAS, in accordance with the provisions of AB 1600, an annual report is required that reflects a brief description of the type of fee in the account or fund; the amount of the fee; the beginning and ending balances of each separate impact fee fund; the amount of fees collected and the interest earned for the year; identification of public improvements on which the fees were expended and percentage of the cost of the public improvement that was funded with fees; identification of the approximate date by which the construction of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement; a description of each interfund transfer or loan made; and the amount of refunds made pursuant to Government Code Section 66001(e) and any allocations pursuant to Section 66001(f); and

WHEREAS, the attached reports referred hereto as Exhibits A through I contain information that meets the annual reporting requirements described in the Government Code for each City development impact fee fund; and

WHEREAS, a copy of each report has been posted on the City's website for review since November 21, 2023, which is more than 15 days in advance of this meeting; and

WHEREAS, Staff recommends the City Council accept the attached reports.

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

Section 1. The City Council accepts the reports attached hereto as Exhibits A through I and incorporated herein by reference, as having been prepared in accordance with state law.

Section 2. The City Council adopts all factual findings set forth in the reports attached hereto as Exhibits A through I.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Exhibit A

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Public Facilities Impact Fee
Fiscal Year Ending June 30, 2023

For purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Public Facilities Impact Fee - The purpose of the Public Facilities Impact Fee ("Fee" or "Fees") is to fund construction of improvements and facilities that will be needed to mitigate the impacts of new development on city facilities, and to maintain an acceptable level of public services as the City grows. On June 28, 2022 the City Council adopted Resolution No. 2022-144 approving a fee study. The updated fees are reflected below.

(B) The amount of the fee.

Development Type	Current Fees
Residential <600 Square Feet	$835
Residential 600-1,000 Square Feet	$1,026
Residential 1,000-1,500 Square Feet	$1,638
Residential 1,500-2,500 Square Feet	$2,283
Residential 2,500-3,500 Square Feet	$2,680
Residential 3,500+ Square Feet	$3,474
Residential - Age Restricted	$1,199
Convalescent Care	$1,110
Retail	$1,865
Office	$1,499
Office - Medical	$1,199
Industrial	$500
Industrial - High Tech	$999
Church, Other Assembly	$133
Hotel	$466
Community College	$133

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures, and Changes in Fund Balance

Revenues	**FY 2023**
Public Facilities Impact Fees	$54,640
Interest Income	$18,760
Total Revenues	**$73,400**
Expenditures	
Facilities Repairs and Maintenance	$96,800
Technology Fee	$3,093
Other Expenditures	$14,064
Total Expenditures	**$113,957**
Revenues Over (Under) Expenditures	**($40,557)**
Beginning Fund Balance as of 07/01/22	**$1,062,241**
Ending Fund Balance as of 06/30/23	**$1,021,684**

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No fees were expended on capitalizable projects in the fiscal year.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

As of the end of fiscal year 2022/23, there were insufficient funds collected for public improvement projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Technology fee expense totaled $3,093, accounting for a fair share allocation for e-commerce. Other Expenditures totaled $14,064.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit B

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Community Park Fee
Fiscal Year Ending June 30, 2023

For purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Community Park Fee - The purpose of the Community Park Fee is to further the General Plan goal of providing opportunities for recreational activities to meet citizen needs. This fee will mitigate development impacts by providing for improvements to the City's new community parks and recreational facilities and rehabilitation of the existing parks and recreational facilities.

(B) The amount of the fee.

Development Type	Current Fees
Residential <600 Square Feet	$1,954/unit
Residential 600-1,000 Square Feet	$2,400/unit
Residential 1,000-1,500 Square Feet	$3,831/unit
Residential 1,500-2,500 Square Feet	$5,341/unit
Residential 2,500-3,500 Square Feet	$6,270/unit
Residential 3,500+ Square Feet	$8,127/unit
Residential - Age Restricted	$2,806/unit

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	FY 2023
Park Development Fees	$120,820
Total Revenues	**$120,820**
Expenditures	
Technology Fee	$6,838
Interest Expenditures	$2,939
Sunset Whitney Recreation Area	$68,069
Total Expenditures	**$77,846**
Revenues Over (Under) Expenditures	**$42,974**
Beginning Fund Balance as of 07/01/21	**($173,619)**
Ending Fund Balance as of 06/30/22	**($130,646)**

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Public Improvement	Expenditures	Other Sources	% Funded by Fees
Sunset Whitney Recreation Area	$68,069	$638,367	9.64%

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

As of the end of fiscal year 2022/23, there were insufficient funds collected for public improvement projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Technology fee expense totaled $6,838, accounting for a fair share allocation for e-commerce.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit C

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Northwest Rocklin Community Park Fee
Fiscal Year Ending June 30, 2023

For purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Northwest (NW) Rocklin Community Park Fee – The purpose of the NW Rocklin Community Park Fee is to further the General Plan goal of providing opportunities for recreational activities to meet citizen needs. This fee will be used to fund construction of the NW Rocklin Annexation Area Community Park.

(B) The amount of the fee.

Land Use	Current Fee
Single Family Residential	$3,823/unit
Multi-Family Residential	$2,209/unit
Business	$12,057/acre
Commercial	$7,033/acre

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	FY 2023
Whitney Ranch Park Fees	$10,290
Interest Income	$17,865
Total Revenues	**$28,155**
Expenditures	
Park Improvements	$19,515
Total Expenditures	**$19,515**
Revenues Over (Under) Expenditures	**$8,640**
Beginning Fund Balance as of 07/01/21	**$956,157**
Ending Fund Balance as of 06/30/2222	**$964,797**

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Public Improvements	FY 2023 Expenditures	Total Project Cost as of 06/30/23	% Funded by Fees
Bike Pump Track	$19,515	$920,000	100%

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Public Improvements	Approximate Date to Commence Construction
Bike Pump Track	In Progress

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit D

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Traffic Circulation Impact Fee
Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Traffic Circulation Impact Fee – The purpose of the Traffic Circulation Impact Fee is to finance street improvements to reduce the impacts caused by new development within the City.

(B) The amount of the fee.

Land Use	Current Fee
Single Family Residential	$3,774/unit
Multi-Family Residential	$2,378/unit
Retail/Commercial	$6.038/Sq. Ft.
Office	$6.604/Sq. Ft.
Industrial	$3.396/Sq. Ft.

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	**FY 2023**
Traffic Circulation Impact Fees	$675,895
Reimbursement Revenue	$502,511
Interest Income	$301,608
Total Revenues	**$1,480,014**
Expenditures	
Infrastructure	$805
Indirect Cost Allocation	$307
Professional Services	$1,307
Technology Fee	$38,256
Total Expenditures	**$40,675**
Revenues Over (Under) Expenditures	**$1,439,339**
Beginning Fund Balance as of 07/01/22	**$15,979,919**
Ending Fund Balance as of 06/30/23	**$17,419,258**

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Public Improvements	FY 2023 Expenditures	Total Project Cost as of 06/30/23	% Funded by Fees
Monument Springs Bridge	$805	$1,500,000	100%

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Public Improvements	Approximate Date to Commence Construction
Monument Springs Bridge	In progress
Rocklin Road/Sierra College Corridor Multimodal	FY 2024-25

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Technology fee expense totaled $38,256, accounting for a fair share allocation for e-commerce. Indirect cost allocation totaled $307, accounting for central service costs.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit E

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Whitney Ranch Interchange Fee
Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Whitney Ranch Interchange Fee – Due to the anticipated traffic impacts resulting from the Whitney Ranch Development, it was determined that an additional interchange connecting the new development to State Route 65 would help to minimize adverse traffic conditions. This new interchange would be partially funded by the traffic impact fee, referred to as the Whitney Ranch Interchange Fee.

(B) The amount of the fee.

Land Use	Fee
Whitney Ranch	
SRI LLC	
Single Family	$622/unit
Multifamily	$448/unit
Business Park	$21,016/acre
Commercial	$23,839/acre
SWP	
Commercial	$49,657/acre
Highway 65 Corridor	
JBC	
Commercial	$49,251/acre
Office & Commercial	$49,251/acre
Placer Ranch	
Business Park	$20,107/acre
Commercial	$22,808/acre
Office & Commercial	$22,808/acre
WJU	
Office & Commercial	$35,719/acre
Light Industrial	$10,524/acre

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	**FY 2023**
Whitney Ranch Interchange Fees	$43,540
Interest Income	$27,415
Total Revenues	**$70,955**
Expenditures	
Professional Services	$0
Total Expenditures	**$0**
Revenues Over (Under) Expenditures	**$70,955**
Beginning Fund Balance as of 07/01/22	**$1,447,494**
Ending Fund Balance as of 06/30/23	**$1,518,449**

(E) An identification of each public improvements on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No identification of public improvements on which fees were expended during the fiscal year.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Phase I of the Whitney Ranch Interchange has been completed. A new impact fee study will determine future interchange projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No transfers or loans were made during the fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit F

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Whitney Ranch Trunk Sewer Project Fee
Fiscal Year Ending June 30, 2023

For purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Whitney Ranch Trunk Sewer Project Fee - The purpose of the Whitney Ranch Trunk Sewer Project Fee is to further the General Plan goal to ensure that adequate public services and facilities are provided to meet the needs of residents of the City by providing another funding source from new development for capital improvements to serve new development. Fees collected shall be used to finance only the Phase ll Whitney Ranch Offsite Sewer Trunk line.

(B) The amount of the fee.

Land Use	Current Fee
Residential (Single and Multi-Family)	$268/Unit
Non-Residential	$156/1,000 Bldg. Sq. Ft.

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	**FY 2022**
Whitney Ranch Trunk Sewer Project Fees	$18,760
General Fund Loaned Resources	$1,098,000
Total Revenues	**$1,116,760**
Expenditures	
Engineering Allocation	$65,000
Whitney Ranch Sewer Project	$1,323,282
Interest Expense	$15,850
Repayment of General Fund Resources	$333,564
Total Expenditures	**$1,737,696**
Revenues Over (Under) Expenditures	**($620,936)**
Beginning Fund Balance as of 07/01/22	**$620,936**
Ending Fund Balance as of 06/30/23	**$0**

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Public Improvements	FY 2023 Expenditures	Total Project Cost as of 06/30/23	% Funded by Fees
Whitney Ranch Sewer Project	$1,388,282	$1,451,780	100%

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

No identification of construction for public improvements.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Engineering allocation totaled $65,000, accounting for engineering costs associated with the public improvements. Repayment to the General Fund totaled $333,564, accounting for project costs associated with the Whitney Ranch Sewer Project.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit G

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Oak Tree Mitigation Fee
Fiscal Year Ending June 30, 2023

For purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Oak Tree Mitigation Fee - The Oak Tree Mitigation Fee was created to address the decline of oak woodlands due to urbanization through a considered attempt to balance the benefits of preservation and the cost thereof, against the social benefits of private property ownership and development.

(B) The amount of the fee.

Description	Current Fee
Removal of a 5 gallon oak tree	$30
Removal of a 15 gallon oak tree	$96
Removal per one inch of oak tree	$96

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	FY 2023
Oak Tree Mitigation Fees	$48,097
Interest Income	$5,892
Total Revenues	**$53,989**
Expenditures	
Indirect Cost Allocation	$20,730
Park Repair & Maintenance	$10,000
Salaries and Benefits	$7,635
Sunset Whitney Recreation Area	$249,586
Technology Fee	$2,719
Professional Services	$121,520
Other Expenditures	$3,527
Total Expenditures	**$415,717**
Revenues Over (Under) Expenditures	**($361,728)**
Beginning Fund Balance as of 7/01/22	**$491,039**
Ending Fund Balance as of 06/30/23	**$129,311**

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Public Improvement	Expenditures	Other Sources	% Funded by Fees
Sunset Whitney Recreation Area	$249,586	$656,850	35.33%

Fund 305 - Oak Tree Mitigation Expenditure Summary	
Expenditures for FY 2022	**$ Amount**
Oak Tree Maintenance Expenditures	$166,131
Sunset Whitney Recreation Area	$249,586
Total Expenditures	**$415,717**

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

As of the end of fiscal year 2022/23, there are insufficient funds collected to commence construction or acquisition of any incomplete projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Technology fee expense totaled $2,719, accounting for a fair share allocation for e-commerce. Indirect cost allocation totaled $20,730, accounting for central service costs.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit H

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Community and Recreation Facilities Fee
Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Community and Recreation Facilities Fee – The Community and Recreation Facilities Impact Fee ("Fees") is to fund construction of improvements and facilities that will be needed to mitigate the impacts of new development on city facilities, and to maintain an acceptable level of public services as the city grows.

(B) The amount of the fee.

Development Fee	Current Fees
Residential <600 Square Feet	$377/unit
Residential 600-1,000 Square Feet	$463/unit
Residential 1,000-1,500 Square Feet	$740/unit
Residential 1,500-2,500 Square Feet	$1,031/unit
Residential 2,500-3,500 Square Feet	$1,211/unit
Residential 3,500+ Square Feet	$1,570unit
Residential - Age Restricted	$542/unit

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	**FY 2023**
Public Facilities Impact Fees	$3,700
Interest Income	$3
Total Revenues	**$3,703**
Expenditures	
No expenditures for the FY	$0
Total Expenditures	**$0**
Revenues Over (Under) Expenditures	**$3,703**
Beginning Fund Balance as of 07/01/22	**$0**
Ending Fund Balance as of 06/30/23	**$3,703**

(E) An identification of each public improvements on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No identification of public improvements on which fees were expended during the fiscal year.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

No identification of construction for public improvement will commence during the fiscal year.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No transfers or loans were made during the fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Exhibit I

CITY OF ROCKLIN
ANNUAL COMPLIANCE REPORT FOR AB 1600
Trail Impact Fee
Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund.

Trail Impact Fee – The Trail Impact Fee is to fund construction of improvements and facilities that will be needed to mitigate the impacts of new development on city facilities, and to maintain an acceptable level of public services as the city grows. Rocklin's trails serve and are available to all residents of the City.

(B) The amount of the fee.

Development Fee	Current Fees
Residential <600 Square Feet	$87/unit
Residential 600-1,000 Square Feet	$107/unit
Residential 1,000-1,500 Square Feet	$171/unit
Residential 1,500-2,500 Square Feet	$238/unit
Residential 2,500-3,500 Square Feet	$279/unit
Residential 3,500+ Square Feet	$362/unit
Residential - Age Restricted	$125/unit

(C) The beginning and ending balance of the account or fund. See statement below.
(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance

Revenues	**FY 2023**
Trail Impact Fees	$853
Interest Income	$1
Total Revenues	**$854**
Expenditures	
No expenditures for the FY	$0
Total Expenditures	**$0**
Revenues Over (Under) Expenditures	**$854**
Beginning Fund Balance as of 07/01/22	**$0**
Ending Fund Balance as of 06/30/23	**$854**

(E) An identification of each public improvements on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No identification of public improvements on which fees were expended during the fiscal year.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

No identification of construction for public improvement will commence during the fiscal year.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No transfers or loans were made during the fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Rocklin Burger King (APN 364-090-024-000) into Community Facilities District No. 1

Date: December 12, 2023

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 88) and to Authorize the Levy of Special Taxes Therein (Rocklin Burger King, APN 364-090-024-000).

Background:

Rocklin Burger King, Assessor's Parcel Number 364-090-024-000, is a retail commercial property located on the southwest corner of the intersection of Sunset Boulevard and Pebble Creek Drive. The annexation map is included as Attachment 2 for reference. The development of Rocklin Burger King is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 1. CFD No. 1 finances the operation and maintenance of fire protection and suppression services and ambulance and paramedic services.

The landowner has submitted a petition and waiver letter for CFD No. 1, which requests the annexations to occur and waives some of the procedural requirements for processing the annexations. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its regular meeting on January 23, 2024.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Annexation into CFD No. 1 would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution
2. Annexation Map

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX
TERRITORY TO ROCKLIN COMMUNITY FACILITIES
DISTRICT NO. 1 (ANNEXATION NO. 88)
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Rocklin Burger King, APN 364-090-024-000)

The City Council of the City of Rocklin resolves as follows:

Section 1. The City Council finds that there exists in the City of Rocklin a district known as Rocklin Community Facilities District No. 1 (the "CFD") formed and established pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (Mello-Roos Community Facilities Act of 1982, Government Code section 53311 et seq. (the "Act")).

Section 2. The City Council further finds that the public convenience and necessity require that certain territory be added to the CFD.

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 88 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 88 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Rocklin Burger King.

Section 4. The public services authorized for the existing CFD are fire protection and suppression services and ambulance and paramedic services. The services to be provided in the territory proposed to be annexed to the CFD are fire protection and suppression services and ambulance and paramedic services as described in section 3 of Resolution No. 86-102 adopted by the Council on May 27, 1986 ("Resolution of Formation"). It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as ordinary ad valorem property taxes on each building within the territory proposed to be annexed to the CFD at the following rates:

a) Single family detached - $250.75
b) Condominium - $250.75
c) Multi-family with up to four units - $376.13
d) Multi-family with five or more units - $788.07
e) Commercial - $328.36
f) Light industrial - $394.04

Section 6. Beginning July 1, 2024 and each July 1 thereafter, the maximum annual tax rates assigned to each building category shall be increased to an amount equal to 103% of the amount in effect in the prior year.

Section 7. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on January 23, 2024, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 9. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ANNEXATION MAP NO. 88 OF COMMUNITY FACILITIES DISTRICT NO. 1 ROCKLIN BURGER KING

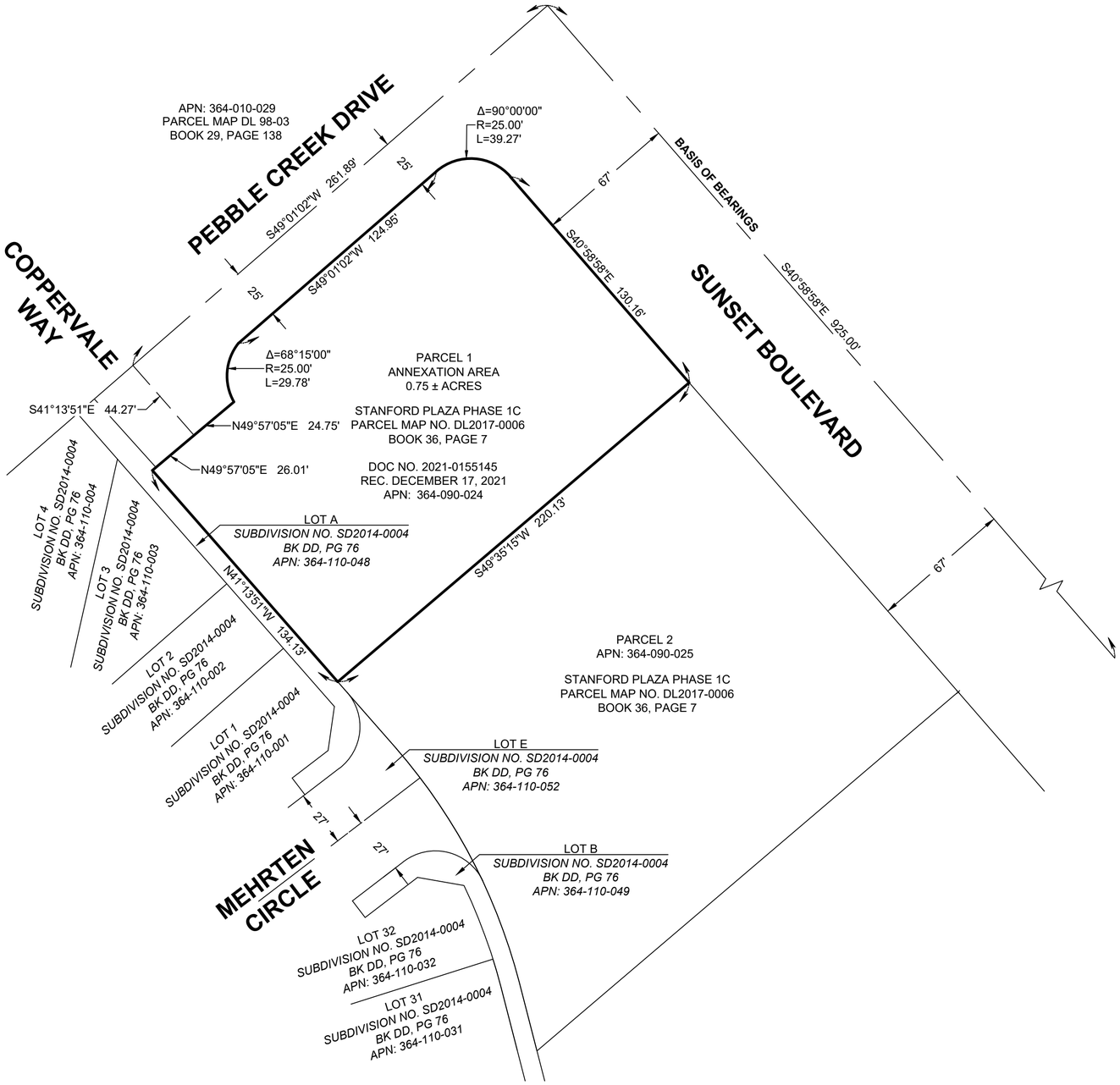
PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR STANFORD PLAZA PHASE 1C, PARCEL MAP NO. DL2017-0006, BEING A PORTION OF THE SE QUARTER OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN FILED ON APRIL 16, 2019, IN BOOK 36 OF PARCEL MAPS, AT PAGE 7, PLACER COUNTY RECORDS.

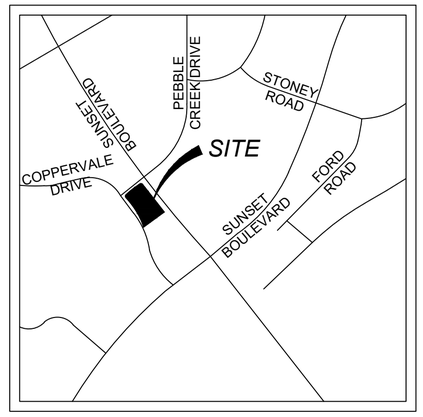
CITY OF ROCKLIN
SHEET 1 OF 1

COUNTY OF PLACER

STATE OF CALIFORNIA
NOVEMBER 2023

BASE CONSULTING GROUP, INC.
1713 11TH STREET, SUITE 1
REEDLEY, CA 93654
PH:(559) 637-1544





VICINITY MAP

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO.___ TO THE COMMUNITY FACILITIES DISTRICT NO. ___, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 20___. BY ITS RESOLUTION NO. _____.

_____
HALEY REID
ACTING CITY CLERK OF THE CITY OF ROCKLIN

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____ DAY OF _____, 20___.

_____
HALEY REID
ACTING CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ , 20___ , AT THE HOUR OF _____ ___.M., IN

BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____,

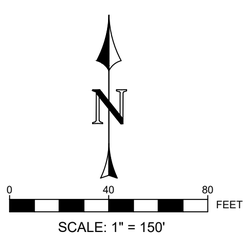
IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

_____
RYAN RONCO
PLACER COUNTY RECORDER

FEE: $_____

BY: _____
DEPUTY COUNTY RECORDER



SCALE: 1" = 150'

NOTES:

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA", FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

BASIS OF BEARINGS:

THE CENTER LINE OF SUNSET BOULEVARD, PER PARCEL MAP DL2017-0006, FILED IN BOOK 36 OF PARCEL MAPS, AT PAGE 7, PLACER COUNTY RECORDS.

TAKEN TO BEAR: NORTH 68°39'17" EAST

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: On-Call Professional Engineering Services Contracts

Date: December 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Consor North America, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Fehr & Peers and Authorizing the City Manager to Execute the Agreement.
C. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Kimley-Horn and Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
D. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Lumos & Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
E. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to R.E.Y. Engineers, Inc. and Authorizing the City Manager to Execute the Agreement.
F. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Whitlock & Weinberger Transportation, Inc. and Authorizing the City Manager to Execute the Agreement.
G. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to ZFA Structural Engineers and Authorizing the City Manager to Execute the Agreement.

Background:

As a part of the Fiscal Year 2023/24 Operating Budget implementation, the City Engineer position transitioned from the Public Services Department into the Community Development Department, along with the responsibilities for carrying out Capital Improvement Projects. The City Engineer has identified that there is a lack of in-house expertise and/or on-call contracts for specialized engineering services; therefore, the Community Development Department has determined that there is a need for on-call professional services to provide a host of technical

services on an as-needed basis.

On August 3, 2023, the City issued a Request for Qualifications (RFQ) soliciting Statements of Qualifications in the following areas of practice and/or disciplines:

- Land Development Services
- City Surveyor/Land Surveying
- Geotechnical Engineering
- Environmental Services
- Civil Engineering
- Structural/Bridge Engineering
- Project Management
- Traffic/Transportation Engineering

The City received 30 proposals from qualified engineering firms. Each firm was required to identify their top three disciplines for which they would solicit work. An internal review panel from the Community Development Department evaluated the proposals on the basis of experience and qualifications of the firm, understanding of the services proposed, and completeness of the proposal and any supporting documents. After reviewing the Statements of Qualifications and comparing these against the City's various needs in each engineering discipline, there are 25 firms that staff would recommend retaining on an on-call basis, such that each engineering discipline has multiple firms from which staff may select a consultant. If approved, these contracts will allow the City to:

- Provide consistent services when workloads temporarily exceed the capacity of in-house staff.
- Provide for emergency response needs such as to address landslides, storm drain/culvert assessments, or structural analysis of buildings.
- Augment City staff in which a consultant will act in the role of staff while managing other design consultants.
- Avoid issuing a separate Request for Proposals (RFPs) for each and every project listed in the City Council-approved Capital Improvement Program (CIP) thereby reducing staff time to retain engineering professionals and expediting project delivery. It should be noted that separate RFPs will be issued for federally funded projects, which contract types have additional requirements not factored into the current RFQ process.
- Enhance cross-departmental coordination in which staff from all departments, most notably Public Services and Parks and Recreation, will have access to utilize these contracts for project delivery.
- Incorporate the recommendation in the Community Development Organizational Assessment to have on-call contracts to accommodate temporary increases in workload.

Each time a CIP project or other task requiring engineering assistance becomes necessary, staff will negotiate scope and fee to be issued as part of a purchase order. The value of purchase orders will not exceed available budgets, nor will the aggregate dollar value of all purchase orders exceed the maximum contract value each fiscal year. Consultants will only be permitted to bill for actual time and materials spent performing work within the agreed upon scope and fee.

At this time, staff recommends approval of seven contracts covering the disciplines of traffic engineering, bridge maintenance, and land surveying. Currently known projects that require

these disciplines include the following: design of the parking lost extension at Whitney Community Park to accommodate the users of the bike pump track, creation of a bridge preventative maintenance program in coordination with Caltrans, and land surveying services to review and approve of parcel maps or other surveying tasks requiring this specialized service.

Over the next few City Council meetings, staff will bring additional on-call contracts before the City Council for consideration.

In order to provide the greatest level of flexibility, staff recommends each contract include a not-to-exceed amount of $400,000 per fiscal year for each of the three years included in the base contract. Additionally, staff recommends granting the City Manager the authority to extend each contract for up to two additional one-year terms at the same dollar amount per fiscal year, allowing for a maximum contract length of five years.

Fiscal Impact:

Although each contract has an annual not-to-exceed contract ceiling of $400,000, there is no fiscal impact associated with approval of the recommended on-call professional services contracts, as the cost of supplies and services will be paid for from the individual department's approved operating budget or from the CIP project budgets.

ATTACHMENTS:

1. Resolution A - Consor North America, Inc.
2. Resolution A Exhibit A - Consor North America, Inc. Contract
3. Resolution B - Fehr & Peers
4. Resolution B Exhibit A - Fehr & Peers Contract
5. Resolution C - Kimley-Horn and Associates, Inc.
6. Resolution C Exhibit A - Kimley-Horn and Associates, Inc. Contract
7. Resolution D - Lumos & Associates, Inc.
8. Resolution D Exhibit A - Lumos & Associates, Inc. Contract
9. Resolution E - R.E.Y. Engineers, Inc.
10. Resolution E Exhibit A - R.E.Y. Engineers, Inc. Contract
11. Resolution F - Whitlock & Weinberger Transportation, Inc.
12. Resolution F Exhibit A - Whitlock & Weinberger Transportation, Inc. Contract
13. Resolution G - ZFA Structural Engineers
14. Resolution G Exhibit A - ZFA Structural Engineers Contract

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO CONSOR NORTH AMERICA, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Consor North America, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Consor North America, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____

, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Consor North America, Inc. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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

Contractor shall protect, hold free and harmless, defend and indemnify the Agency, and its officers and employees from liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, its employees or anyone else employed by the Contractor in the performance of professional design services under this agreement, to the extent of the Contractor's proportionate percentage of fault. The provisions of this paragraph shall survive termination or suspension of this Contract.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Contractor shall protect, hold free and harmless, defend and indemnify the Agency, its Contractors, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Contractor in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Agency.

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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Consor North America, Inc.
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670

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.

CONSOR NORTH AMERICA, INC.

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

consor

City of Rocklin - On Call Rate Sheet

Year 2023 Agreed Rates

Rates are effective January 1, 2023 through December 31, 2023

Labor by Classification	Hourly Rate
Principal Engineer	$330
Senior Engineer	$290
Professional Engineer	$210
Associate Engineer	$220
Engineering Designer	$150
Senior CAD Designer	$185
* CAD Technician*	$135
* Student Intern*	$75
Senior Project Manager	$250
Project Manager	$310
* Project Manager Assistant*	$130
* Project Accountant	$120
Surveying - Office Classifications	
Survey Project Manager	$170
Senior Survey Project Manager	$275
Surveying - Field Classifications	
* Party Chief**	$180
* Chainman/Rodman**	$150

Other Direct Costs		
Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
In office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate ($0.625/mi.)
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem	up to	$180
Long Term Per Diem	up to	$120
Prevailing Wage**		loaded with overhead and fee
Miscellaneous		Cost
Other Direct Costs		Cost

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

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.

CONSOR NORTH AMERICA, INC.

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO FEHR & PEERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Fehr & Peers for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Fehr & Peers and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Fehr & Peers "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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

Contractor shall protect, hold free and harmless, defend and indemnify the Agency, and its officers and employees from liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, its employees or anyone else employed by the Contractor in the performance of professional design services under this agreement, to the extent of the Contractor's proportionate percentage of fault. The provisions of this paragraph shall survive termination or suspension of this Contract.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Contractor shall protect, hold free and harmless, defend and indemnify the Agency, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', negligent performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Contractor in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all negligent acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Agency.

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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Fehr & Peers
1013 Galleria Blvd, Ste 255
Roseville, CA 95678

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.

FEHR & PEERS

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

FEHR PEERS

2023-2024

(July 2023 through June 2024)

Hourly Billing Rates

Classification	Hourly Rate
Principal	$250.00 - $395.00
Senior Associate	$215.00 - $310.00
Associate	$185.00 - $275.00
Senior Engineer/Planner	$160.00 - $235.00
Engineer/Planner	$135.00 - $185.00
Senior Engineering Technician	$150.00 - $225.00
Senior Project Accountant	$170.00 - $210.00
Senior Project Coordinator	$130.00 - $190.00
Project Coordinator	$115.00 - $175.00
Technician	$130.00 - $170.00
Intern	$100.00 - $135.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (65.5 cents per mile as of Jan 2023).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*
- *Hourly Billing Rates are adjusted every July*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

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.

FEHR & PEERS

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO KIMLEY-HORN AND ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Kimley-Horn and Associates, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Kimley-Horn and Associates, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Kimley-Horn and 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 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 Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, CA 95814

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.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst I	$135 - $175
Analyst II	$180 - $225
Professional	$220 - $255
Senior Professional I	$265 - $325
Senior Professional II	$350 - $415
Senior Technical Support	$120 - $300
Technical Support	$110 - $175
Support Staff	$90 - $150

Effective through June 30, 2024

Subject to 4% annual adjustment per contract year thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

kimley-horn.com | 555 Capitol Mall, Suite 300, Sacramento, CA 95814 | 916-858-5800

BR00PUPRF.A.CCT

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.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO LUMOS & ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Lumos & Associates, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Lumos & Associates, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____

, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Lumos & 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 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 Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, California 95762

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.

LUMOS & ASSOCIATES, INC.

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

LUMOS & ASSOCIATES, INC. RATES

Key Personnel

Engineering	Per Hour
Director	$265
Group Manager	250
Senior Project Manager – Special Projects	245
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Hydrogeologist	175/185/195
Staff / Project / Senior Engineer	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Project / Senior Project Designer	145/155
Engineering Technician I / II / III	95/125/135
Construction	**Per Hour**
Director	$265
Materials Engineering Manager	220
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Geotechnical Engineer	170/180/210
Construction Services Supervisor / Engineer	150/175
Assistant / Project / Senior Project Coordinator	135/160/170
Geotechnician	150
Inspector / Senior Inspector (includes nuclear gauge)	130/140
Construction Technician I / II / III	110/120/130
Materials Technician I / II / III (includes nuclear gauge)	100/110/120
Surveying	**Per Hour**
Director	$265
Group Manager	250
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Surveyor	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Photogrammetrist / Photogrammetry Manager	145/165
Surveying Technician I / II / III	80/125/135
Party Chief	170
Administrative & Other Services	**Per Hour**
Administrator	$90
Clerical	80
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.75

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Testing/Inspection		Per Hour
Director		$265
Materials Engineering Manager		220
Assistant / Project / Senior Project Manager		180/210/220
Staff / Project / Senior Geotechnical Engineer		170/180/210
Construction Services Supervisor / Engineer		150/175
Assistant / Project / Senior Project Coordinator		135/160/170
Geotechnician		150
Inspector / Senior Inspector (includes nuclear gauge)		130/140
Construction Technician I / II / III		110/120/130
Materials Technician I / II / III (includes nuclear gauge)		100/110/120
Administrator		90
Clerical		80

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

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.

LUMOS & ASSOCIATES, INC.

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO R.E.Y. ENGINEEERS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with R.E.Y. Engineers, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to R.E.Y. Engineers, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and R.E.Y. Engineers, Inc. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
R.E.Y. Engineers, Inc.
905 Sutter Street, Suite 200
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.

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.

R.E.Y. ENGINEERS, INC.

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERS | LAND SURVEYORS | LiDAR

City of Rocklin
Various On-Call Professional Services
RATE SCHEDULE

Labor Classification	Rate*
Technician - I	$96
Technician - II	$114
Technician - III	$132
Senior Technician - I	$137
Senior Technician - II	$160
Senior Technician - III	$184
LiDAR Technician - I	$151
LiDAR Technician - II	$176
LiDAR Technician - III	$200
Senior LiDAR Specialist - I	$205
Senior LiDAR Specialist - II	$232
Assistant Engineer/Surveyor - I	$119
Assistant Engineer/Surveyor - II	$131
Assistant Engineer/Surveyor - III	$144
Assistant Engineer/Surveyor - IV	$157
Assistant Engineer/Surveyor - V	$169
Associate Engineer/Surveyor - I	$148
Associate Engineer/Surveyor - II	$161
Associate Engineer/Surveyor - III	$173
Associate Engineer/Surveyor - IV	$185
Associate Engineer/Surveyor - V	$198
Senior Engineer/Surveyor - I	$200
Senior Engineer/Surveyor - II	$220
Senior Engineer/Surveyor - III	$240
Senior Engineer/Surveyor - IV	$260
Senior Engineer/Surveyor - V	$280
Principal Manager - I	$284
Principal Manager - II	$312
Expert Witness Testimony/Deposition	$420
1-Person Survey Crew	$195
2-Person Survey Crew	$330
3-Person Survey Crew	$435
Project Coordinator	$120
Senior Project Coordinator	$200
Expense Classification	
Terrestrial LiDAR Equipment	$165
Mobile LiDAR Equipment	$600
UAV LiDAR Equipment *(per flight day)*	*$850*
Bathymetric Survey Vessel *(per project day)*	*$1,100*
Special Monuments and Iron Stakes	Cost
Outside Reproductions and Services	Cost + 10%
Subconsultants	Cost + 10%
In-House Large Format Prints (B+W)	$0.30/SF
In-House Large Format Prints (Color)	$0.75/SF

Legend
* Rates above are the hourly rate to be charged for each classification unless otherwise noted.

Notes
- Rates are valid through December 31, 2023 and subject to up to a 4% annual escalation thereafter.
- Reimbursement for mileage is included in the rates above.
- Rate for overtime for field and non-exempt employees will be charged at 135% of rate listed above.
- Rate for double time for field and non-exempt employees will be charged at 170% of rate listed above.

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.

R.E.Y. ENGINEERS, INC.

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO WHITLOCK & WEINBERGER TRANSPORTATION, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with Whitlock & Weinberger Transportation, Inc. for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to Whitlock & Weinberger Transportation, Inc. and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Whitlock & Weinberger Transportation, Inc. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:

Whitlock & Weinberger Transportation, Inc.
490 Mendocino Avenue, Suite 201
Santa Rosa, CA 95401

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.

WHITLOCK & WEINBERGER
TRANSPORTATION, INC.

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

Fee Schedule

2023 Staff Billing Rates

Position	Billing Rate (per hour)
Senior Principal	$290 – $350
Principal	$225 – $290
Senior Engineer/Planner	$185 – $225
Engineer/Planner	$170 – $190
Associate Engineer/Planner	$150 – $170
Assistant Engineer/Planner	$130 – $145
Technician/Administrative	$115 – $145
Intern	$30 – $80
Field Technician	$30 – $75

2023 Expense Charges

Item	Charge
Mileage	$0.72/mile*
Services and Expenses	10% surcharge

These rates are valid for work performed prior to December 31, 2023. Work performed after January 1, 2024, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at $0.655/mile effective January 1, 2023) plus 10 percent.

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.

WHITLOCK & WEINBERGER
TRANSPORTATION, INC.

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO ZFA STRUCTURAL ENGINEERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Community Development Department has identified the need for on-call professional services to provide a variety of specialized services on an as-needed basis; and

WHEREAS, City staff prepared a Request for Qualifications to provide professional engineering services that was issued on August 3, 2023; and

WHEREAS, on August 31, 2023, thirty (30) Statements of Qualifications, which were evaluated and ranked with twenty-five (25) being recommended for an on-call contract; and

WHEREAS, the City desires to enter into a contract with ZFA Structural Engineers for three (3) years with the option to extend the contract for up to two (2) additional one-year terms, at the City's sole discretion, for a not-to-exceed amount of $400,000 per fiscal year for each year of the contract; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved operating or Capital Improvement Program budgets.

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

Section 1. Awards the three-year base on-call contract for engineering services to ZFA Structural Engineers and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit "A".

Section 2. Authorizes the City Manager to execute up to two (2) additional one-year terms for a total contract length of five years.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on ( ), by and between the CITY OF ROCKLIN a municipal corporation ("City"), and ZFA Structural Engineers "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Four Hundred Thousand Dollars ($400,000)** per fiscal year of the contract period**.** 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;
(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 for three years from the date of award, with the option for the City to extend the contract for two additional one-year terms 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.

A. 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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
ZFA Structural Engineers
601 University Avenue, Suite 185
Sacramento, CA 95825

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.

ZFA STRUCTURAL ENGINEERS

By: _____

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Services is as follows:

SCOPE OF SERVICES

The scope of work subject to this Contract involves providing professional services. The services will be on an on-call, as-needed basis. The work assigned will vary; there is no commitment by the City to assign any particular number of projects or amount of work to the Contractor. The City, at the sole discretion of the City Engineer and/or Director of Community Development, may request additional proposals from other Contractors for any projects undertaken by the City.

Project specific scope and fee will be negotiated for each purchase order issued under this agreement.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned on an as-needed basis.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed Four Hundred Thousand Dollars ($400,000) per each fiscal year of the contract period, provided sufficient funds for services have been appropriated. Contractor shall bill the City at the billing rates included in this exhibit.

Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing, (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index, or other relevant market data, to justify a price change not to exceed 4%.

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

ZFA STRUCTURAL ENGINEERS

TAB F | Cost Proposal

» HOURLY RATES

The proposed hourly rates for this structural engineering on-call professional services agreement is provided as a separate sealed envelope.

Executive Principal	$220
Principal	$200
Associate Principal	$175
Senior Associate	$165
Associate	$155
Senior Engineer	$140
Engineer	$130
Engineer - Designer	$115
Project BIM Manager	$140
Senior BIM Technician	$130
BIM Technician	$110
Engineering Support	$75

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.

ZFA STRUCTURAL ENGINEERS

By: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Unit 1: Final Map, Subdivision Improvement Agreement, Subdivision Landscaping Agreement, and Open Space Easement

Date: December 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Whitney Ranch Unit 1 Subdivision/(SD2022-0002) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Whitney Ranch Unit 1 Subdivision/(SD2022-0002).
C. Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement of Whitney Ranch Unit 1 Subdivision/(SD2022-0002).

Background:

The tentative subdivision map for Whitney Ranch Unit 1 Subdivision/(SD2022-0002), was approved by the City Council on May 23, 2023, per Resolution No. 2023-73, allowing the subdivision of the 6.17-acre site into 43 residential lots, one (1) open space lot, one (1) lot for the existing Whitney Ranch Information Center, and three (3) landscape lots.

This project is located at the northwest corner of Bridlewood Drive and Wildcat Boulevard south of the intersection of Whitney Ranch Parkway and Wildcat Boulevard. The owner/applicant (subdivider) is Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company.

Approvals of final maps are procedural in nature and per Section 66474.1 of the Subdivision Map Act, a legislative body shall not deny approval of a final map or parcel map if it has previously approved a tentative map for the proposed subdivision and if it finds that the final or parcel map is in substantial compliance with the previously approved tentative map.

The map is technically correct. All fees have been paid and conditions of approval have been met. The construction of the improvements associated with this map are partially complete and

the developer has guaranteed the outstanding items of work with the attached Subdivision Improvement Agreement and Subdivision Landscape Agreement. The map is ready for approval.

Fiscal Impact:

Landscape Lots A, B, and C, and open space lot D are offered for dedication in fee to the City on the Final Map and will be maintained by the City after a Notice of Completion of the improvements and Acceptance of the Public improvements has been issued by the City Council. Maintenance costs for the landscape lots and open space lot will be funded through Community Facilities District No. 5.

ATTACHMENTS:

1. Resolution A - Final Map and Subdivision Improvement Agreement - Whitney Ranch Unit 1
2. Resolution B - Subdivision Landscape Agreement - Whitney Ranch Unit 1
3. Resolution B - Exhibit 1
4. Resolution C - Open Space Easement - Whitney Ranch Unit 1
5. Resolution C - Exhibit 1

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FINAL MAP OF
WHITNEY RANCH UNIT 1 SUBDIVISION/(SD2022-0002)
AND APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT AGREEMENT

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

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

A. That a tentative subdivision map for a Subdivision known as Whitney Ranch Unit 1 Subdivision/(SD2022-0002) (the "Subdivision") and submitted by Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company (the "Subdivider") was approved subject to certain conditions;

B. That the Subdivider has fully satisfied all said conditions, except for certain Subdivision improvements, if any, that have not been completed and accepted, and as to those improvements Subdivider has executed and provided security for a Subdivision improvement agreement obligating Subdivider to complete the improvements within a specified period of time. Subdivider now desires to record a final map for the Subdivision;

C. That the City Surveyor has reviewed the final map for the Subdivision and has determined that it substantially conforms to the approved tentative map and all conditions and requirements of that approval, and now recommends approval of the final map.

Section 2. The City Council hereby approves the final map for the Subdivision attached hereto as Exhibit A and by this reference incorporated herein, and accepts on behalf of the public the dedication of the easements shown and offered on the final map for the Subdivision, subject to improvement of said easements and acceptance of the easements by the City.

Section 3. The Subdivision improvement agreement attached hereto as Exhibit B and by this reference incorporated herein is hereby approved and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 4. The City Clerk is hereby authorized and directed to record the final map for the Subdivision, and all related documents referred to in this Resolution, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A
FINAL MAP

BOOK___OF MAPS, PAGE___

FINAL MAP OF
WHITNEY RANCH UNIT 1

A PORTION OF PARCEL 2 AS SHOWN ON THE "PARCEL MAP OF WHITNEY RANCH LOT 1" FILED FOR RECORD IN BOOK 33 OF PARCEL MAPS, AT PAGE 64
BEING A PORTION OF SECTION 3,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
NOVEMBER 2023

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION, AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP, AND IRREVOCABLY OFFER FOR DEDICATION, IN FEE, TO THE PUBLIC, THE BOULEVARD (AREA ADDED TO WILDCAT BLVD.), LANE, PLACE, AND WAYS AS SHOWN HEREON, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS WESTWIND WAY, BIG RANGE WAY, RAPID FALLS LANE AND BISON PLACE SHOWN HEREON TOGETHER WITH THOSE STRIPS OF LAND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

B. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS LOTS A, B & C.

WE DO HEREBY IRREVOCABLY OFFER TO DEDICATE, IN FEE, TO THE CITY OF ROCKLIN THE FOLLOWING PARCELS FOR THE PARTICULAR PURPOSES STATED.

1. LOTS A, B & C FOR LANDSCAPING
2. LOT D FOR OPEN SPACE AND ACCESS

SUNSET RANCHOS INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: JEN CALIFORNIA 17, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS SOLE MEMBER AND MANAGER

BY: _____
CLIFTON TAYLOR, VICE PRESIDENT

NOTARY 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 _____

ON _____, 2023, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED, _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS 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:

NOTARY PUBLIC, STATE OF CALIFORNIA

PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

RECONVEYANCE STATEMENT:

SUBDIVIDER: SUNSET RANCHOS INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
1325 J STREET, SUITE 1550
SACRAMENTO, CA 95814

THE ABOVE MENTIONED SUBDIVIDER DOES HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE TO THE CITY OF ROCKLIN THAT LAND AS STATED IN THE OWNER'S STATEMENT. PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, IF THE CITY OF ROCKLIN DETERMINES THAT THE SAME PUBLIC PURPOSES FOR WHICH THE ABOVE MENTIONED DEDICATED PROPERTY WAS DEDICATED DOES NOT EXIST, THE CITY OF ROCKLIN SHALL RECONVEY THE PROPERTY TO THE ABOVE NAMED SUBDIVIDER, OR ITS SUCCESSORS IN INTEREST.

TRUSTEE'S STATEMENT:

CHICAGO TITLE COMPANY, AS TRUSTEE OF THE DEED OF TRUST RECORDED APRIL 25, 2023 AS INSTRUMENT NO. 2023-0021322, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: _____ BY: _____

_____ _____
PRINT NAME AND TITLE PRINT NAME AND TITLE

NOTARY 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 _____

ON _____, 2023, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED, _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS 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:

NOTARY PUBLIC, STATE OF CALIFORNIA

PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "WHITNEY RANCH UNIT 1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SUNSET RANCHOS INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JUNE 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2024; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
BRADEN BARNUM, L.S. 8507 DATE
EXPIRES 12-31-24

LICENSED PROFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-24
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, LARRY M. WING, CITY SURVEYOR, CITY OF ROCKLIN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP; THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ _____
LARRY M. WING, RCE 29836 DATE
CITY SURVEYOR, CITY OF ROCKLIN
LICENSE EXPIRES DATE: 3/31/25

CITY CLERK'S STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE _____ DAY OF _____, 2023, BY RESOLUTION NO. _____, DID APPROVE THIS FINAL MAP OF "WHITNEY RANCH UNIT 1", (SD2022-0002), AND ACCEPTED, ON BEHALF OF THE CITY OF ROCKLIN AND THE PUBLIC, ALL PARCELS OF LAND OFFERED HEREON FOR DEDICATION IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION SUBJECT TO COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS, AND FURTHER ACCEPTED, ON BEHALF OF THE PUBLIC AND UTILITY AGENCIES, THE EASEMENTS FOR PUBLIC UTILITY PURPOSES IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

_____ _____
HAILEY READ, ACTING CITY CLERK, CITY OF ROCKLIN DATE

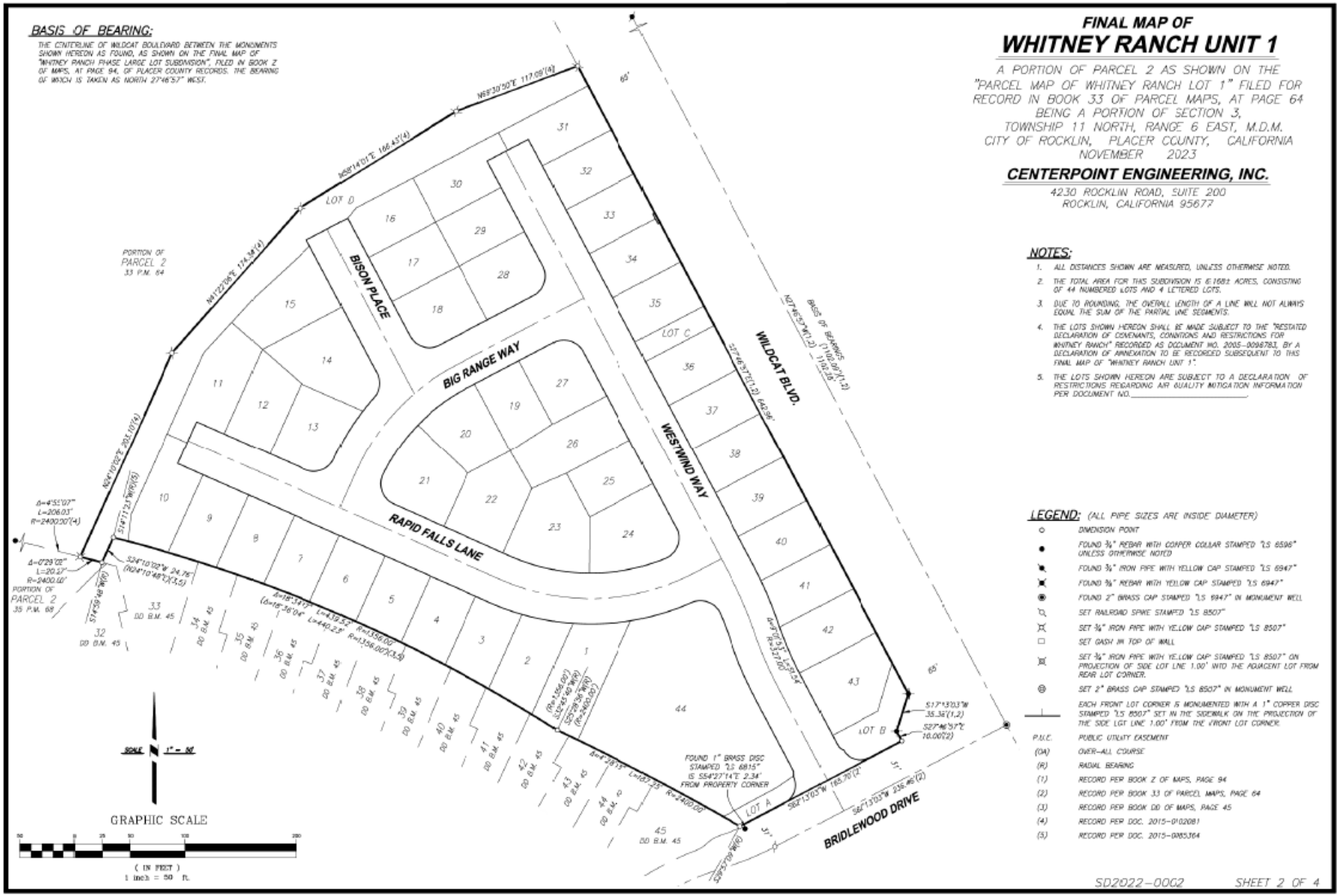
RECORDER'S STATEMENT:

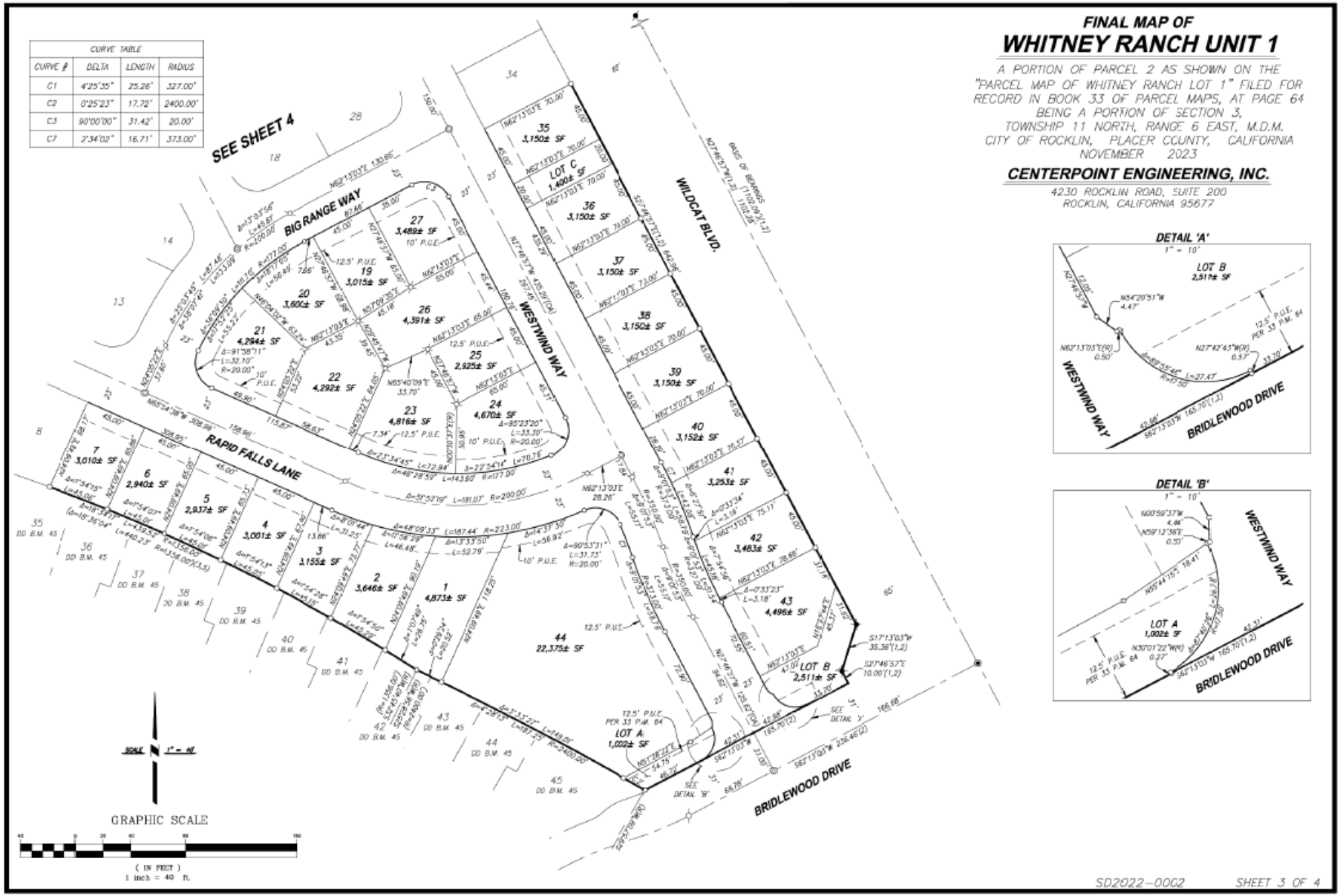
ACCEPTED FOR RECORDATION AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF CENTERPOINT ENGINEERING AT _____ MINUTES AFTER _____O'CLOCK _____M ON THE _____ DAY OF _____ 2023, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

FILE NO. _____ RYAN MONCO
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

SD2022-0002 SHEET 1 OF 4


BASIS OF BEARING:
THE CENTERLINE OF WILDCAT BOULEVARD BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, AS SHOWN ON THE FINAL MAP OF "WHITNEY RANCH PHASE LARGE LOT SUBDIVISION", FILED IN BOOK Z OF MAPS, AT PAGE 94, OF PLACER COUNTY RECORDS. THE BEARING OF WBCH IS TAKEN AS NORTH 27°46'57" WEST.
FINAL MAP OF
WHITNEY RANCH UNIT 1
A PORTION OF PARCEL 2 AS SHOWN ON THE "PARCEL MAP OF WHITNEY RANCH LOT 1" FILED FOR RECORD IN BOOK 33 OF PARCEL MAPS, AT PAGE 64
BEING A PORTION OF SECTION 3,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
NOVEMBER 2023
CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677
NOTES:
1. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. THE TOTAL AREA FOR THIS SUBDIVISION IS 6.168± ACRES, CONSISTING OF 44 NUMBERED LOTS AND 4 LETTERED LOTS.
3. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
4. THE LOTS SHOWN HEREON SHALL BE MADE SUBJECT TO THE "RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITNEY RANCH" RECORDED AS DOCUMENT NO. 2005-0096783, BY A DECLARATION OF ANNEXATION TO BE RECORDED SUBSEQUENT TO THIS FINAL MAP OF "WHITNEY RANCH UNIT 1".
5. THE LOTS SHOWN HEREON ARE SUBJECT TO A DECLARATION OF RESTRICTIONS REGARDING AIR QUALITY MITIGATION INFORMATION PER DOCUMENT NO._____.
LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)
DIMENSION POINT
FOUND ¾" REBAR WITH COPPER COLLAR STAMPED "LS 6596" UNLESS OTHERWISE NOTED
FOUND ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 6947"
FOUND ¾" REBAR WITH YELLOW CAP STAMPED "LS 6947"
FOUND 2" BRASS CAP STAMPED "LS 6947" IN MONUMENT WELL
SET RAILROAD SPIKE STAMPED "LS 8507"
SET ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 8507"
SET CASH IN TOP OF WALL
SET ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 8507" ON PROJECTION OF SIDE LOT LINE 1.00' W/TD THE ADJACENT LOT FROM REAR LOT CORNER.
SET 2" BRASS CAP STAMPED "LS 8507" IN MONUMENT WELL
EACH FRONT LOT CORNER IS MONUMENTED WITH A 1" COPPER DISC STAMPED "LS 8507" SET IN THE SIDEWALK ON THE PROJECTION OF THE SIDE LOT LINE 1.00' FROM THE FRONT LOT CORNER.
P.U.E. PUBLIC UTILITY EASEMENT
(OA) OVER-ALL COURSE
(R) RADIAL BEARING
(1) RECORD PER BOOK Z OF MAPS, PAGE 94
(2) RECORD PER BOOK 33 OF PARCEL MAPS, PAGE 64
(3) RECORD PER BOOK DD OF MAPS, PAGE 45
(4) RECORD PER DOC. 2015-0102081
(5) RECORD PER DOC. 2015-0165364
BISON PLACE
BIG RANGE WAY
RAPID FALLS LANE
WESTWIND WAY
WILDCAT BLVD.
BRIDLEWOOD DRIVE
LOT A
LOT B
LOT C
LOT D
PORTION OF PARCEL 2 33 P.M. 64
PORTION OF PARCEL 2 35 P.M. 68
FOUND 1" BRASS DISC STAMPED "LS 6815" IS S54°27'14"E 2.34' FROM PROPERTY CORNER
SCALE 1" = 50'
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
SD2022-0002
SHEET 2 OF 4


FINAL MAP OF
WHITNEY RANCH UNIT 1
A PORTION OF PARCEL 2 AS SHOWN ON THE "PARCEL MAP OF WHITNEY RANCH LOT 1" FILED FOR RECORD IN BOOK 33 OF PARCEL MAPS, AT PAGE 64
BEING A PORTION OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
NOVEMBER 2023
CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677
CURVE TABLE
CURVE # | DELTA | LENGTH | RADIUS
C1 | 4°25'35" | 25.26' | 327.00'
C2 | 0°25'23" | 17.72' | 2400.00'
C3 | 90°00'00" | 31.42' | 20.00'
C7 | 2°34'02" | 16.71' | 373.00'
SEE SHEET 4
BIG RANGE WAY
WESTWIND WAY
WILDCAT BLVD.
RAPID FALLS LANE
BRIDLEWOOD DRIVE
LOT A 1,002± SF
LOT B 2,511± SF
LOT C 1,400± SF
22,375± SF
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
DETAIL 'A'
1" = 10'
DETAIL 'B'
1" = 10'
SD2022-0002
SHEET 3 OF 4

BOOK___OF MAPS, PAGE___

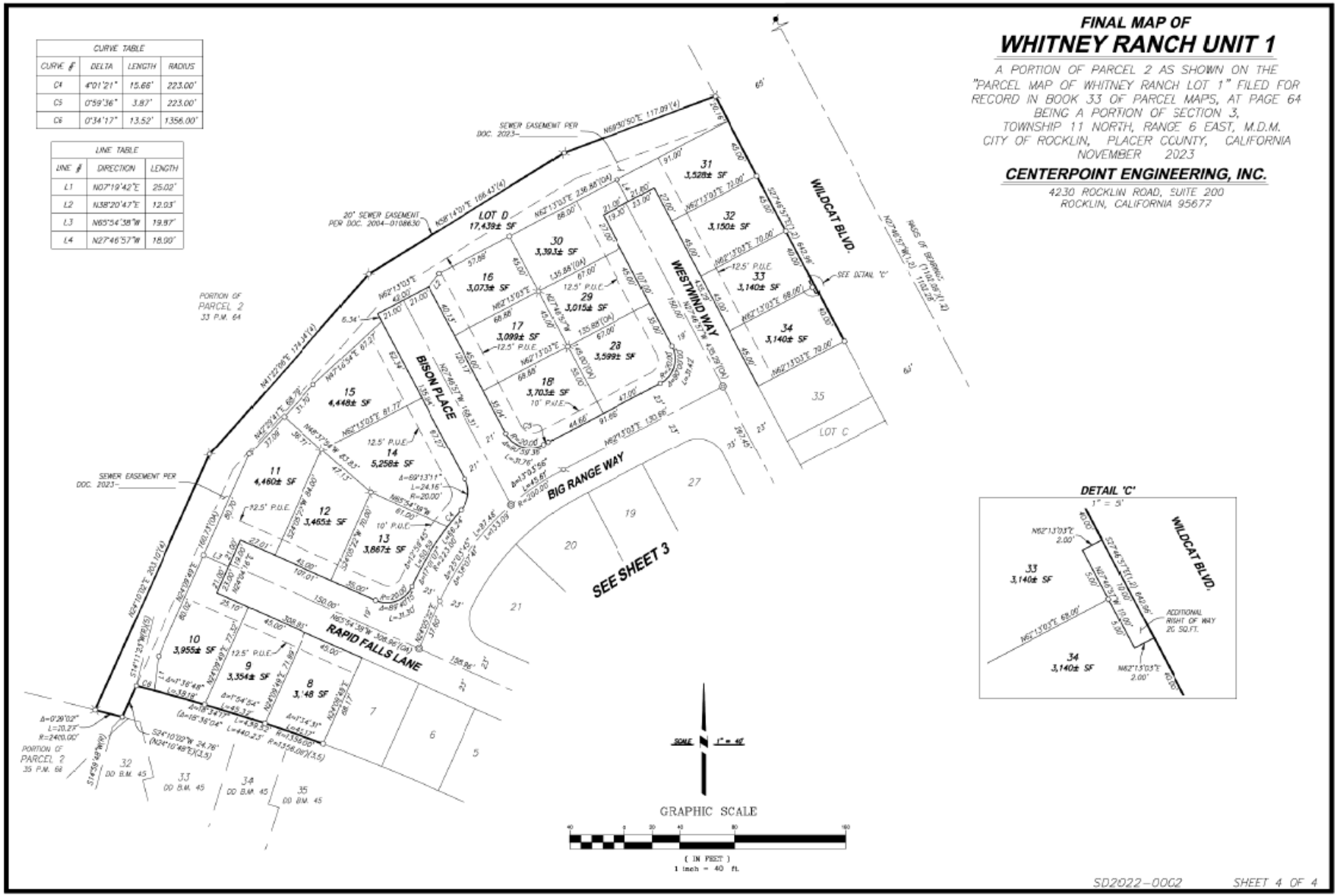


EXHIBIT B
SUBDIVISION IMPROVEMENT AGREEMENT

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

No Fee Per Gov't Code §27383

Subdivision Name: Whitney Ranch Unit 1
Subdivision No.: SD2022-0002
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company
Effective Date: December 12, 2023

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," and Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company, hereinafter called "Principal," on the 12th day of December, 2023.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Ranch Unit 1 ("the Subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the Map"), in substantial conformity with the approved tentative map. A copy of the plat of the Map is attached hereto as Exhibit 1 and by this reference incorporated herein.

3. City has approved the Map, subject to the execution of this Agreement.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the Map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. Acceptance of Easements. City hereby accepts on behalf of the public all easements offered for dedication on the Map, in accordance with the conditions hereinafter set forth.

7. Improvements. Principal agrees to complete all the works of improvement ("the Improvements") required for the Subdivision as shown on the final improvement plans for the Subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the Improvements. Such work will be completed within twelve (12) months of the date of this Agreement.

8. Acceptance of Improvements upon Completion. Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, the Standard Specifications and the conditions of approval of the tentative Subdivision Map, City agrees to issue a Notice of Completion of the work and accept any on-site or off-site easements, subject to the provisions of Paragraph 10 hereof.

9. Notice Regarding Construction. Principal shall notify the City Engineer 48 hours prior to commencement of construction of the Improvements.

10. Warranty. Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.

11. Indemnity and Hold Harmless. Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.

12. Delay. If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. Security. Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. 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. Such security shall be in the following amounts for the following purposes:

(a) Performance: One hundred percent (100%) of the estimated cost of the outstanding Improvements securing performance of this Agreement, which estimated cost is in the amount of: Six Hundred Nineteen Thousand, Four Hundred dollars ($619,400.00).

(b) Payment of Labor and Materials: One hundred percent (100%) of the estimated cost of the outstanding Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of Improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(c) Warranty: The amount of Two Hundred Fifty One Thousand Fifty dollars ($251,050.00) to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

(d) Survey Monumentation: One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of Six Thousand Five Hundred dollars ($6,500.00)

14. Irrevocability of Security. The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

15. Actions. At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 13, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

16. Inspection; Release of Security For Faithful Performance. Principal may, from time to time, request the City Engineer to inspect the Improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 13(a); provided, however, that in no

event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

17. Release of Remaining Security For Faithful Performance: Warranty. At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 13(a) upon the furnishing of the warranty security as required by Paragraph 13(c).

18. Release of Security Where Other Agency Approval Required. Notwithstanding paragraphs 16 and 17, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those Improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

19. Release of Labor and Materials Security. Ninety (90) days after a notice of completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 13(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

20. Insurance. Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

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 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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 Principal 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 Principal'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 Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

3. Notice of Cancellation. Each insurance policy required above shall not be canceled, except with notice to the City.

4. Waiver of Subrogation. Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal 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 Principal to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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 provide coverage on a claims made basis:

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 Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. Verification of Coverage. Principal 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 Principal'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. Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal 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.

21. Monuments. Principal agrees to install, on or before December 31, 2024, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefor shall be released.

22. Failure of Performance. In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and/or Principal.

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

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

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

24. Agreement Binding on Successors, Etc. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the Map.

25. Subdivision Map Act Controlling. To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

26. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

PRINCIPAL

Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company

By: Jen California 17, LLC, a California Limited Liability Company, its Sole Member and Manager

(*Name of Principal*)

By:_____
(*Signature*) (Date)

Clifton Taylor,

Vice President

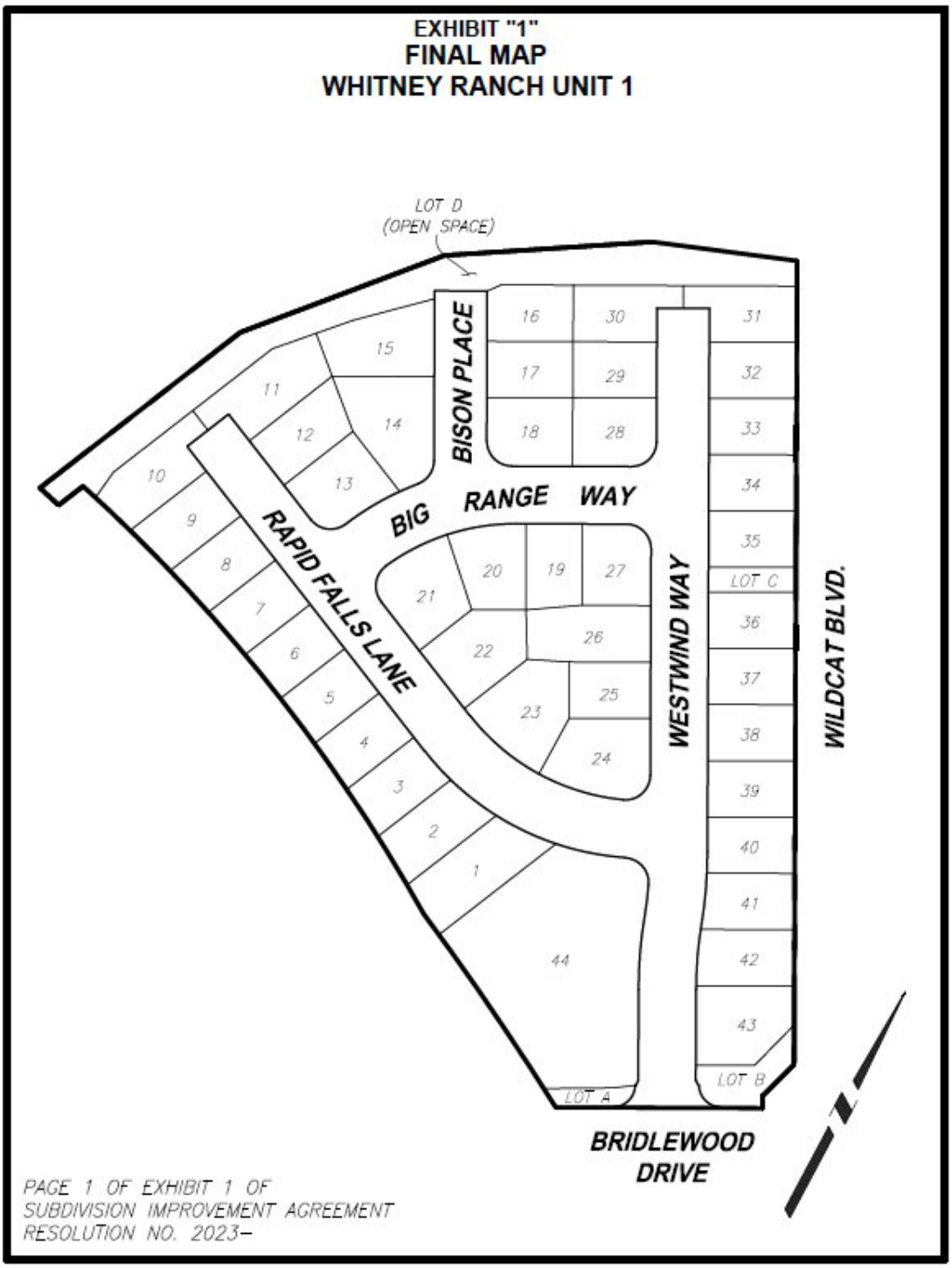
APPROVED AS TO FORM:

_____
Daniel Cucchi, Interim City Attorney

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT 1
TO SUBDIVISION IMPROVEMENT AGREEMENT
PLAT OF FINAL MAP



ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR PRINCIPAL

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION LANDSCAPING AGREEMENT OF
WHITNEY RANCH UNIT 1 SUBDIVISION/(SD2022-0002)

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

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

A. That a final subdivision map for a subdivision known as Whitney Ranch Unit 1 Subdivision/(SD2022-0002) (the "Subdivision") has been submitted by Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company (the "Subdivider") for approval;

B. That certain subdivision landscaping improvements which were made conditions of the tentative subdivision map have not been completed and accepted, and Subdivider has executed and provided security for a subdivision landscaping agreement obligating Subdivider to complete the landscaping improvements within a specified period of time. Subdivider requests the City Council to accept the subdivision landscaping agreement in satisfaction of the tentative map condition.

Section 2. The subdivision landscaping agreement attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and accepted as satisfaction of the tentative map subdivision landscaping improvement conditions, and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Clerk is directed to record the subdivision landscaping agreement when fully executed and notarized in the office of the Placer County Recorder.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

SUBDIVISION LANDSCAPING AGREEMENT

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Subdivision Name: Whitney Ranch Unit 1
Subdivision No.: SD2022-0002
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company
Effective Date: December 12, 2023

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company, hereinafter called "Principal," on the 12th day of December, 2023.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Ranch Unit 1 ("the subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the map"), in substantial conformity with the approved tentative map. A copy of the plat of the map is attached hereto as Exhibit 1 and by this reference incorporated herein.

3. City has approved the map, subject to the execution of this Agreement.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. Improvements. Principal agrees to complete all the works of landscaping improvement ("the improvements") required for the subdivision as shown on the final landscaping plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the improvements. Such work will be completed within twelve (12) months of the date of this Agreement.

7. Acceptance of Improvements upon Completion. Upon satisfactory completion of the improvements in accordance with the approved landscaping plans, the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the improvements and any off-site easements accepted by City, subject to the provisions of Paragraph 9 hereof.

8. Notice Regarding Construction. Principal shall notify the City Engineer 48 hours prior to commencement of construction of the improvements.

9. Warranty. Principal agrees to remedy any defects in the improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.

10. Indemnity and Hold Harmless. Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.

11. Delay. If the construction of the improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. Security. Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. 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. Such security shall be in the following amounts for the following purposes:

a. Performance: One hundred percent (100%) of the estimated cost of the improvements securing performance of this Agreement, which estimated cost is in the amount of: Forty Five Thousand dollars ($45,000.00).

b. Payment of Labor and Materials: One hundred percent (100%) of the estimated cost of the improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

c. Warranty: The amount of Nine Thousand dollars ($9,000.00) to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.

13. Irrevocability of Security. The improvement security furnished pursuant to Paragraph 12 shall be irrevocable, shall not be limited as to time (except as to the ___ year period specified in Paragraph 9), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

14. Actions. At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 12, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

15. Inspection; Release of Security For Faithful Performance. Principal may, from time to time, request the City Engineer to inspect the improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 12(a); provided, however, that in no event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

16. Release of Remaining Security For Faithful Performance: Warranty. At the conclusion of the construction of the improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 12(a) upon the furnishing of the warranty security as required by Paragraph 12(c).

17. Release of Security Where Other Agency Approval Required. Notwithstanding paragraphs 15 and 16, where any portion of the improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

18. Release of Labor and Materials Security. Ninety (90) days after a notice of completion is filed with respect to the improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 12(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

19. Insurance. Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

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 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. *(Not required if Principal provides written verification it has no employees]*

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 Principal 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 Principal'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 Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

iii. Notice of Cancellation. Each insurance policy required above shall not be canceled, except with notice to the City.

iv. Waiver of Subrogation. Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal 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.

v. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require the Principal to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vi. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Claims Made Policies. If any of the required policies provide coverage on a claims made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

vii. Verification of Coverage. Principal 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 Principal'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.

viii. Subcontractors. Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal shall ensure that City is an additional insured on insurance required from subcontractors.

ix. 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.

20. Failure of Performance. In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Principal.

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

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

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

22. Agreement Binding on Successors, Etc. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

23. Subdivision Map Act Controlling. To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

24. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

PRINCIPAL

Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company

By: Jen California 17, LLC, a California Limited Liability Company, its Sole Member and Manager

(*Name of Principal*)

By:_____
(*Signature*)

Clifton Taylor,

Vice President

APPROVED AS TO FORM:

_____

Daniel Cucchi,
Interim City Attorney

ATTEST:

_____

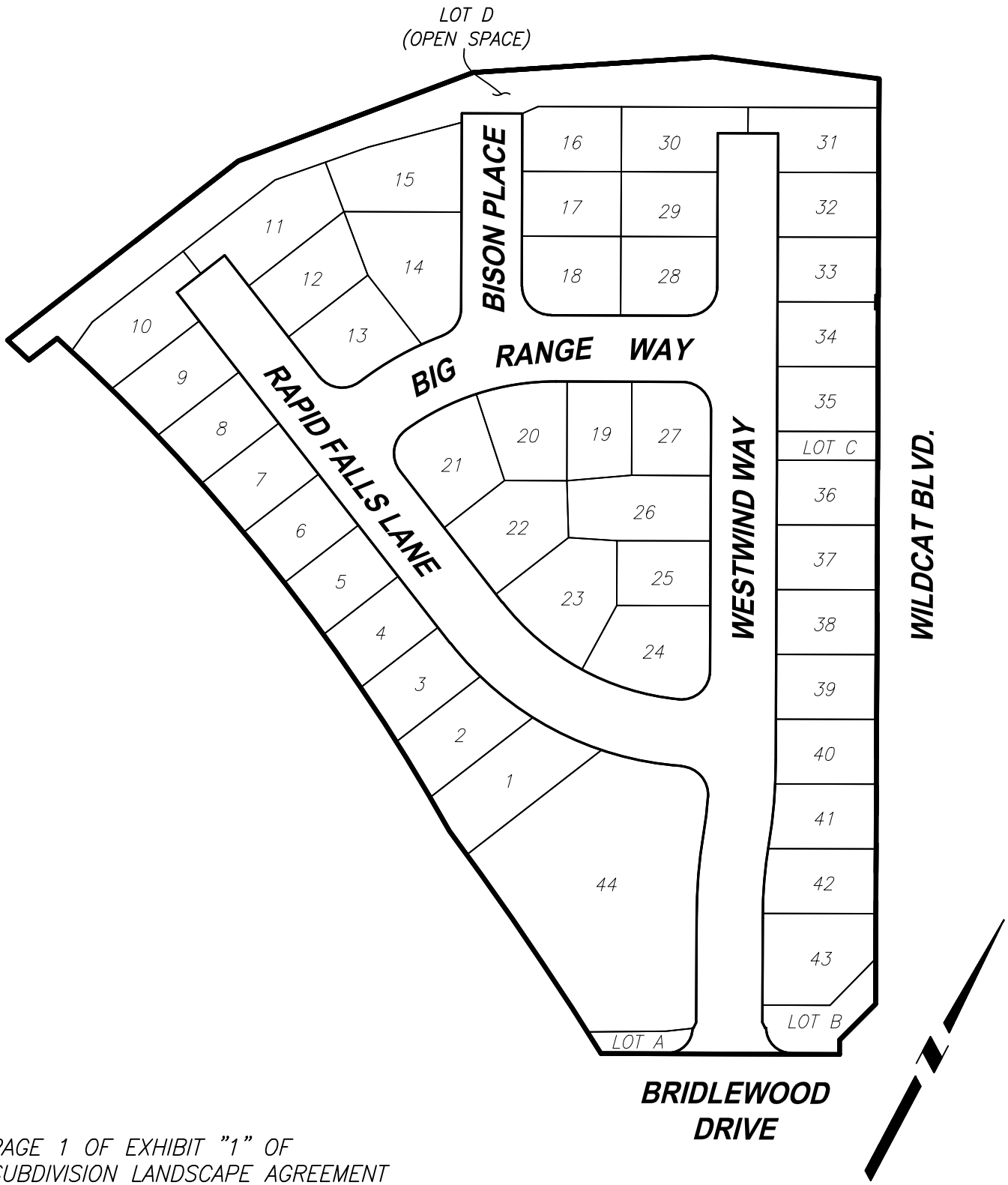
Haley Reid, Acting City Clerk

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION LANDSCAPE AGREEMENT

EXHIBIT "1"
FINAL MAP
WHITNEY RANCH UNIT 1



PAGE 1 OF EXHIBIT "1" OF
SUBDIVISION LANDSCAPE AGREEMENT
RESOLUTION NO. 2023–

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING GRANT OF
OPEN SPACE EASEMENT OF
WHITNEY RANCH UNIT 1 SUBDIVISION/(SD2022-0002)

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 Whitney Ranch Unit 1 Subdivision/(SD2022-0002) was conditioned on, among other things, dedication of open space 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 Whitney Ranch Unit 1 and wishes to satisfy the above described condition by offering to grant to the City of Rocklin an open space easement with covenants 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 and is important to the public for the enjoyment of scenic beauty for the following reasons:

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. It is in the public interest that the land remain in its natural state, including the trees and other natural growth, *as a means of preventing floods*;

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

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

Section 2. The City Council of the City of Rocklin accepts the grant of open space 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 when fully executed and notarized.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Exhibit “A”
Open Space Easement

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Exempt from Documentary Transfer Tax
Per Rev & Tax Code §11922

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS
Whitney Ranch Unit 1 Subdivision/(SD2022-0002)

1. Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company, hereinafter called "Grantor", hereby grants to the City of Rocklin, a municipal corporation, hereinafter called "Grantee", a perpetual open space easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit I, attached hereto and incorporated by reference herein. This property just described is hereinafter referred to as the "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 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 topographic 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 for wood privacy fencing, masonry block sound wall, asphaltic concrete pavement within SPMUD easement, and Fire access gate(s).

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, erosion control, thinning or 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, thinning, landscaping, 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 landscaping and terrain;

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

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

d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the Open Space Property and to restore and revegetate the Open Space Property to its natural state to the Director's satisfaction.

4. Grantor hereby grants to 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 purpose 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 itself, its 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.

10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties hereto 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: _____

GRANTOR:

Sunset Ranchos Investors, LLC, a Delaware Limited Liability Company

By: Jen California 17, LLC, a California Limited Liability Company, its Sole Member and Manager

(*Name of Grantor*)

By:_____
(*Signature*) (Date)

Clifton Taylor,

Vice President

ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR PRINCIPAL

EXHIBIT 1

OPEN SPACE EASEMENT PROPERTY DESCRIPTION

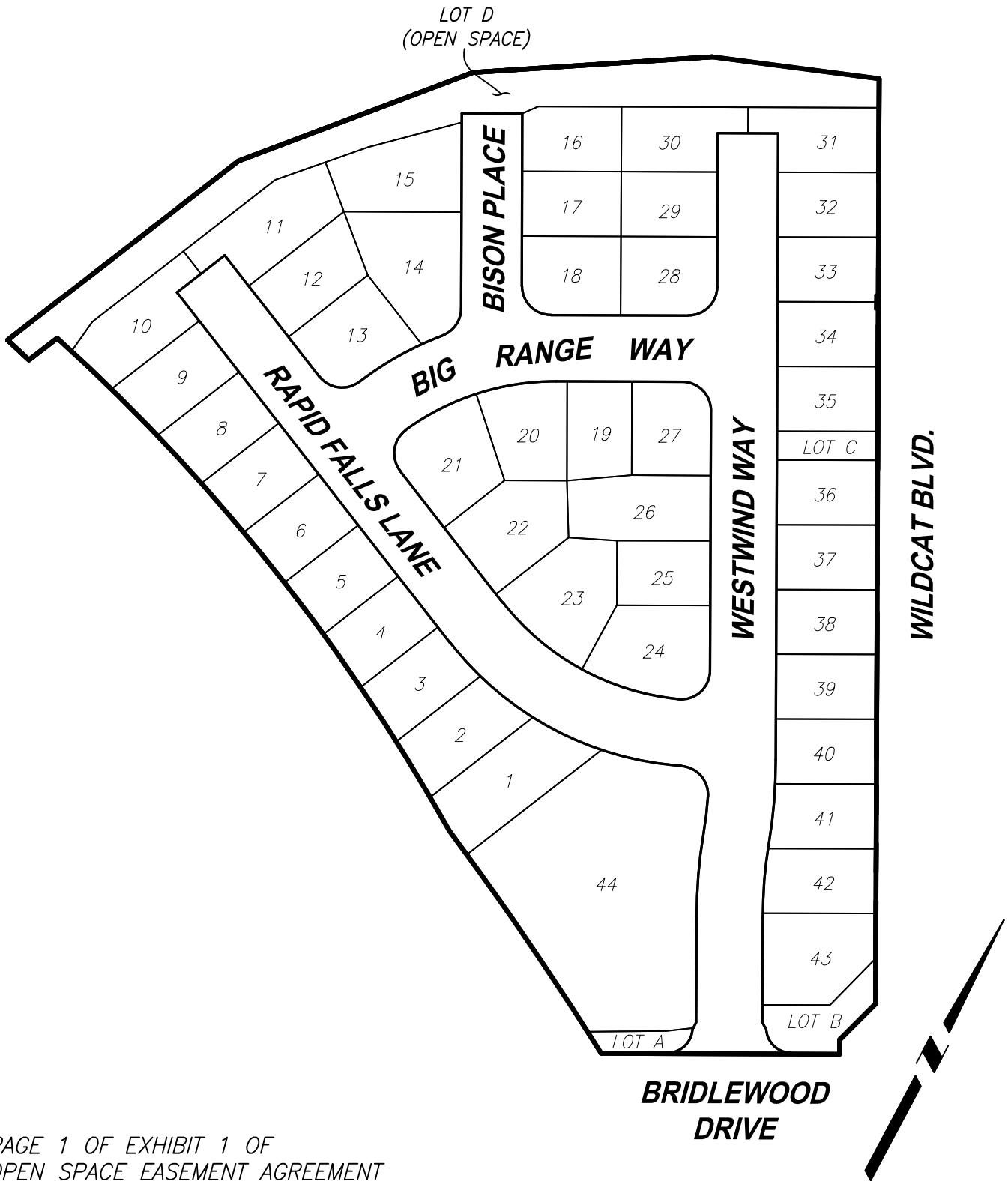
The land referred to herein is situated in the City of Rocklin, County of Placer, State of California and is described as follows:

Open Space Easement over Lot D, as shown on the map entitled, "Final Map Whitney Ranch Unit 1", filed for record in the Office of the Recorder of Placer County, California, in Book_____of Maps, at Page _____.

EXHIBIT I

OPEN SPACE EASEMENT PROPERTY PLAT

EXHIBIT "1"
FINAL MAP
WHITNEY RANCH UNIT 1



PAGE 1 OF EXHIBIT 1 OF
OPEN SPACE EASEMENT AGREEMENT
RESOLUTION NO. 2023–

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Monument Springs Drive Roadway and Bridge Improvements Project

Date: December 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Engineering Design Services for the Monument Springs Drive Roadway and Bridge Improvements Project to Dokken Engineering and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Construction Management Services for the Monument Springs Drive Roadway and Bridge Improvements Project to Consor North America, Inc. and Authorizing the City Manager to Execute the Agreement.

Background:

The history of the Monument Springs Drive Roadway and Bridge Improvements Project (Project) is complex and dates back over 20 years. A key element of the Project is installation of a bridge across Secret Ravine. The Project, including the bridge, was a condition of approval for developers, and was always anticipated to be a developer-funded, developer-constructed bridge in connection with private land development in the southeast area of Rocklin. Over the course of multiple years, subdivisions were constructed and new homes were sold. However, the Monument Springs Drive roadway and bridge between Greenbrae Road and China Garden Road were never built.

Before authorizing further homebuilding in the area, the developer and City consulted with each other regarding the City taking the lead to implement the developer-designed roadway and bridge project. On March 28, 2023, the City Council formally directed staff to take over delivery of the Project. For additional history and background, refer to the March 28, 2023 City Council staff report (Item 5F, Monument Springs Bridge Construction Option) on the City's website.

To support the successful design and construction of the Project, on September 7, 2023, the City issued a Request for Proposals (RFP) soliciting proposals covering two separate and distinct needs as follows:

- Design – this consultant will prepare new construction drawings and specifications becoming of a public works project ready for contractor bidding. Where appropriate, the consultant will lean on prior design completed by the developer, but due to liability concerns of inheriting a project at this late stage, the design team proposes to generate new construction drawings. Furthermore, the consultant will review, and if necessary, amend previously approved CEQA documents as well as coordinate with utility owners and property owners if additional legal rights are needed to construct the project.

- Construction Management – this consultant team will be responsible for two main elements, 1) providing technical support to the design team throughout the design phase, and 2) managing the construction contractor as construction activities are occuring in the field.

On October 5, 2023, the City received five proposals from qualified engineering firms; one proposal for the design phase and four for construction management. An internal review panel from the Community Development Department evaluated the proposals on the basis of experience and qualifications of the firm, understanding of the services proposed, and completeness of the proposal and any supporting documents. After reviewing the proposals and subsequently conducting consultant interviews on October 26, 2023 with the construction management firms, staff recommends approval of the design contract for Dokken Engineering and Consor North America, Inc. (Consor) for construction management as these two firms were determined to be the most qualified to perform the professional services in connection with the Project.

Fiscal Impact:
The total proposed contract amounts are as follows:

- Design – The Dokken Engineering contract amount is a time and materials fee not-to-exceed $1,294,664; and

- Construction Management – The Consor contract amount for Phase 1 services (i.e., technical support during design) is a not-to-exceed fee of $105,100. Staff will return before the City Council to amend the contract to incorporate Phase 2 services (i.e., construction management, inspection, and materials testing) at a future time once the design phase is complete.

As part of the City Council-approved 2024-2028 Capital Improvement Program (CIP), a total of $1,500,000 was appropriated in Traffic Circulation Funds (302) for the design, environmental permitting, and potential right of way acquisition as well as technical support from the construction management firm. As such, no additional budget appropriation is necessary.

ATTACHMENTS:
1. Resolution A - Dokken Engineering
2. Resolution A Exhibit A - Dokken Engineering Contract
3. Resolution B - Consor North America, Inc.
4. Resolution B Exhibit A - Consor North America, Inc. Contract

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING DESIGN SERVICES FOR THE MONUMENT SPRINGS DRIVE ROADWAY AND BRIDGE IMPROVEMENTS PROJECT TO DOKKEN ENGINEERING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Monument Springs Drive Roadway and Bridge Improvements Project consists of installing a new roadway and a bridge in order to close a roadway gap and provide secondary access; and

WHEREAS, City staff prepared a Request for Proposals to provide professional engineering design services that was issued on September 7, 2023; and

WHEREAS, on October 5, 2023, one (1) proposal was received and determined to be qualified; and

WHEREAS, staff selected Dokken Engineering to provide engineering design services for a not-to-exceed contract amount of $1,294,664; and

WHEREAS, funds in the amount of $1,500,000 are budgeted and available for this project in the Traffic Circulation Impact Fees (Fund 302) for Fiscal Year 2023/24.

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

Section 1. Awards the contract for engineering design services for the Monument Springs Drive Roadway and Bridge Improvements Project to Dokken Engineering, and authorizes the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Dokken Engineering "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Million Two Hundred Ninety-Four Thousand Six Hundred Sixty-Four ($1,294,664).** 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;
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, 2028** 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:

1. Contractor shall immediately cease rendering services pursuant to this agreement;
2. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
3. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

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:

    a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage:** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by

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: Hunter Young, City Engineer
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Ashley Orsaba-Finders
Dokken Engineering, Project Manager
110 Blue Ravine Road, Suite 200
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.

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.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

DOKKEN ENGINEERING

By: _____

By: _____

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal / Scope of Work

The Scope of Work is as follows:

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Scope of Work

Task A - Project Management and Coordination

Dokken will coordinate and attend meetings with the City's Project Manager and other required representatives from affected stakeholders as deemed necessary by the City's Project Manager. Dokken will prepare minutes for each meeting and distribute them to the City's Project Manager and other attendees. Dokken will perform all project management coordination necessary to maintain the Project Schedule.

Task A.1 Project Management

Dokken shall prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates. Dokken shall mail a progress report with each monthly invoice. Dokken shall prepare a draft progress report and submit to the City for approval prior to submitting the first invoice. Dokken shall provide a detailed project baseline schedule indicating milestones, major activities, critical path tasks, and deliverables to the City for review and comments. Dokken shall update the schedule as required and provide updated schedules at each PDT.

Task A.2 Meetings and Coordination

Dokken shall coordinate and attend Project Development Team (PDT) meetings with the City staff and other representatives from agencies and stakeholders. PDT meetings will be held bi-monthly, as appropriate. Meeting minutes shall be prepared by the Dokken for each meeting and distributed to the City's Project Manager and attendees. An Action Item List and a Deliverables Status Matrix shall be prepared and updated for each PDT meeting.

Task A.3 Quality Assurance and Quality Control

Dokken shall have a quality control plan in effect during the entire course of the project. Dokken shall develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans shall also be checked, corrected, and back-checked for accuracy and completeness. Dokken shall review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format, and content are completed in accordance with current standards. Dokken shall provide Quality Control (QC) documentation with each submittal.

Deliverables:

- ✓ Project schedule
- ✓ Monthly progress reports
- ✓ Meeting agendas and minutes

Task B – Preliminary Engineering and Research

Task B.1 Review Existing Documents

Dokken will review the work already developed by the developer's engineer, including plans, geotechnical report, and survey data for completeness, fatal-flaw, and improvements. Quality and constructability review will be included in this effort.

A brief memorandum summarizing our findings will be developed to document our recommendations for adopting or revising various elements of the project.

Deliverables:

- ✓ Memorandum of Findings
- ✓ Redlined Plans

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Task B.2 Topographic Surveys

UNICO will perform topographic surveying and base mapping along the project limits. UNICO will confirm the previous existing horizontal and vertical control and utilize as part of topographic surveys and mapping for overall consistency. Items requiring topographic surveying and mapping will include roadway surveys of the proposed Monument Springs Drive from Greenbrae Road to Hidden Glen Drive. The width of the survey will be approximately 125 feet wide along the proposed Monument Springs Drive alignment. Within the roadway limits, UNICO will locate and map conforms, ground surface, grade breaks, utilities, fences, trees, structures, drainage, poles, signs and other features including the details at the Secret Ravine Drainage crossing. UNICO will also locate an approximately 1000 foot wide portion of Secret Ravine for hydraulic analyses at cross-sections determined by the design team. Tree surveys will not be required as part of hydraulic survey cross-section surveys. UNICO will set durable control points along the project limits for future surveys and construction control. UNICO will perform base mapping of topographic information to include full mapping, 1' contours and digital 3D surface. All topographic data will be downloaded, processed and reviewed by UNICO staff for internal quality assurance. The topographic data will be mapped in Civil 3D AutoCAD, including a digital terrain model (DTM) in an XML file and incorporated into the previous topographic survey base file.

Deliverables:

- ✓ AutoCAD Topographic Survey Base Map with 3D Surface
- ✓ Point Files

Task B.3 Utility Coordination

Dokken will lead the utility coordination effort using the APWA A, B, C letter process for utilities already constructed within the project limits. As the project expects to construct utilities for SPMUD, PCWA, and City storm drainage, we will first confirm with each utility that the design shown on the developer plans is approved, and otherwise work with them for approval. Dry utilities such as AT&T, Astound, and PG&E will be constructed in conjunction with the project but by each utility themselves.

Deliverables:

- ✓ Utility A, B, and C Letters

Task B.4 Utility Design

Dokken will provide design engineering services for drainage, sewer, and water pipelines proposed for the project. This task includes hydraulic modeling, pipeline sizing, and coordination with utility owners for design approval. Design documentation memorandums, coordination with utility owners, and calculations will be provided justifying the design of the project wet utilities. Utilities will be designed in accordance with agency standards.

Deliverables:

- ✓ Wet Utilities Design Memorandum

Task B.5 Geotechnical Investigation

Geocon will explore and evaluate the subsurface conditions at the proposed bridge location and along the roadway extension provide design-level geotechnical recommendations for the project. Our investigation will include a field exploration program, geophysical testing, geotechnical laboratory testing, engineering analysis, and preparation of draft and final reports. We propose the following scope of services:

- Perform a site reconnaissance to determine exploration equipment access and mark out exploration locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Perform ground-based geologic mapping of the site, aided by the use of a high-precision Global Positioning System (GPS).

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- Ground-based site mapping will also be aided and supplemented by performing a drone flight of the site using a camera-equipped Unmanned Aerial Vehicle (UAV) survey (aka drone) to capture the site with low-altitude aerial photographs, identifying key areas inaccessible by foot.
- Based on the presence of shallow diorite bedrock, we will retain the services of a geophysical consultant to perform a field geophysical survey consisting of Refraction Mictrotremor (ReMi) lines for seismic site classification. We will also perform Refraction Seismic (RS) surveys to identify key geologic information, subsurface conditions, Rippability and approximate depth to and weathering profile of the bedrock. We anticipate one (1) ReMi line and two (2) Refraction Seismic lines will be performed.
- Based on the results of the geologic mapping, perform 8 to 10 exploratory test pits using a 4-wheel drive, rubber-tired backhoe with 24-inch rock bucket. Test pits will be advanced to depths ranging from 5 to 10 feet or refusal on hard rock if shallower, depending on the conditions encountered.
- Obtain representative soil samples from the exploratory test pits.
- Log the test pits in accordance with the Unified Soil Classification System.
- Upon completion, backfill the test pits with excavated soil tamped down with the backhoe bucket.
- Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare draft and final reports to include (but not be limited to) the following:
    - Scope of work summary, project description, field exploration program summary.
    - Site Plan showing locations of the exploratory test pits and geophysical testing with respect to the proposed improvements.
    - Site geology and subsurface conditions.
    - Summary of laboratory testing program.
    - Geophysical testing results, including site-specific seismic site classification.
    - Geologic profile and engineering parameters.
    - Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
    - Geologic hazard evaluation (liquefaction, lateral spreading, etc.).
    - Preliminary soil corrosivity screening.
    - Bridge foundation recommendations and associated design parameters.
    - Design recommendations for recommended foundation type(s), allowable bearing capacity, and estimated settlement.
    - Retaining wall design parameters.
    - Embankment material and earthwork recommendations.
    - Pavement structural section design.
    - Construction considerations.
    - Log of Test Boring (LOTB) sheets.

Deliverables:

- ✓ Draft and Final Report (electronic copy)
- ✓ Project Plan Review

Task B.6 Bridge Design Hydraulics Report

Dokken will analyze the proposed bridge and roadway design for impacts to the FEMA-designated floodplain and floodway of Secret Ravine. This task includes the hydraulic modeling of the floodplain within the limits of the project and directly upstream and downstream. The analysis includes scour, velocity, water surface elevation, as well as mitigations. Results of the analysis will be documented in a Bridge Design Hydraulics Report.

Deliverables:

- ✓ Bridge Design Hydraulics Report

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Task B.7 FEMA Letter of Map Revision

If the bridge design causes an elevation rise in the creek, Dokken will develop and process a Conditional Letter of Map Revision package and post-construction Letter of Map Revision package through FEMA. It is expected that the CLOMR process can be done concurrently with project permitting. If the bridge qualifies for a no rise certification, the certification will be prepared under this task.

Deliverables:

- ✓ CLOMR Package
- ✓ LOMR Package

Task C – Public Outreach and Engagement

Dokken will perform community outreach in support of the project including coordination and participation at any meetings and provide meeting materials. Dokken will meet with adjacent property owners to discuss the design and impacts to be expected. Property owner exhibits will be developed for engagement and communication with adjacent properties and be inclusive of existing and proposed right of way needs, impacts, and utility extensions.

Dokken will also attend City Council meetings to support City staff.

A brief memorandum summarizing our findings will be developed to document our recommendations for adopting or revising various elements of the project.

Deliverable:

- ✓ Concept level plans and exhibits
- ✓ Meeting materials for outreach meetings
- ✓ Property owner exhibits
- ✓ Attendance at one City Council meeting

Task D – Environmental

Task D.1 Environmental Meetings and Agency Coordination

Dokken's environmental staff will coordinate and attend meetings with wildlife and regulatory agencies, Native American tribes, City staff, and other representatives/stakeholders as necessary. When appropriate, Dokken will prepare agendas and meeting minutes. This scope includes the attendance of Dokken's environmental staff (environmental manager, environmental lead, biologists, and/or archaeologist) at up to 25 meetings.

Deliverables:

- ✓ Agendas and meeting minutes for environmental specific meetings

Task D.2 Arborist Survey and Report

Dokken biologists will conduct an updated tree survey that includes all trees over 4 inches in diameter at breast height within the project area. The biologists will GPS the location, record the size, and record the species of each tree in the survey. Data will be compiled into a table and map depicting the size and location of each tree in surveyed. The results will be compiled into an updated Arborist Report that will be attached to the Biological Technical Report and support the Section 1602 Streambed Alteration Agreement application.

Deliverables:

- ✓ Arborist Report

Task D.3 Biological Technical Report & Aquatic Resources Delineation Report

Dokken biologists will conduct an updated field survey in order to assess the current presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources. This will include a habitat

assessment of trees in the project area that may serve as suitable roosts for western red bat and pallid bat. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Dokken will prepare a Biological Technical Report which will include a description of the field methods used and the assessment of the project area. The Biological Technical Report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Measures for potential impacts to sensitive species will be included as necessary. This information will be required to support the Section 1602 Streambed Alteration Agreement application and any needed Biological Assessments for valley elderberry longhorn beetle and/or Central Valley steelhead.

Dokken will also complete an updated jurisdictional wetland delineation according to the 1987 United States Army Corps of Engineers (USACE) Wetland Delineation Manual and 2008 Arid West Regional Supplement, the currently accepted methodology. Dokken will also determine the extent of any streambed and associated riparian areas subject to review by California Department of Fish and Wildlife (CDFW) under Section 1600 et seq. of the Fish and Game Code. The results of the delineation will be presented in an Aquatic Resources Delineation Report and included as an attachment to the Biological Technical Report. The results of the delineation are subject to verification by the USACE and CDFW.

Deliverables:

- ✓ Biological Technical Report; Aquatic Resources Delineation Report

Task D.4a Section 7 Consultation - USFWS

Western Pond Turtle was proposed for federal listing in October 2023. There are numerous recent occurrences of Western Pond Turtle immediately adjacent to the proposed bridge location. As a result, Section 7 Consultation with USFWS will be required for this newly listed species. Dokken will prepare a Biological Assessment for Western Pond Turtle and will secure a Conference Opinion from USFWS utilizing USACE as a federal nexus.

As designated critical habitat for valley elderberry longhorn beetle (VELB) occurs within the project site and biological surveys have not been conducted in many years, updated Section 7 consultation with the United States Fish and Wildlife Service (USFWS) for VELB may also be required. Dokken will coordinate with the USFWS to update the project's existing BA and obtain an amended BO for VELB.

This scope includes coordination with USACE and USFWS and responding to their comments. Dokken will also provide any additional information requested by USACE or wildlife agencies to complete consultation. It is assumed that any new or updated consultation can utilize USACE as a federal nexus. Section 10 consultation with USFWS is not anticipated, nor is it included in this scope. Mitigation payments are not included in this scope.

Deliverables:

- ✓ Biological Assessment (BA) for Western Pond Turtle
- ✓ Conference Opinion (CO) for Western Pond Turtle and Biological Opinion upon formal listing
- ✓ Updated Biological Assessment (BA) for valley elderberry longhorn beetle
- ✓ Amended Biological Opinion (BO) for valley elderberry longhorn beetle

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Task D.4b Section 7 Consultation – NMFS

If an updated bridge design results in direct impacts to Secret Ravine, which is considered Essential Fish Habitat (EFH) for the Central Valley steelhead, a federally listed species, consultation with the National Marine Fisheries Service (NFMS) is required. Dokken will a prepare a Biological Assessment (BA) for Central Valley steelhead and will coordinate with NMFS to obtain a Biological Opinion (BO). It is assumed that any new or updated consultation can utilize USACE as a federal nexus. Section 10 consultation with USFWS is not anticipated, nor is it included in this scope. Mitigation payments are not included in this scope.

Deliverables:

- ✓ Biological Assessment (BA) for Central Valley steelhead
- ✓ Biological Opinion (BO) for Central Valley steelhead

Task D.5 Cultural Resources Inventory Report (CRIR)

As the previous cultural resource identification and resource evaluation efforts conducted for this project are over five years in age, professional standards require additional identification and evaluation efforts. Dokken archaeologists will conduct a supplemental field-survey to identify all indigenous and historic-era archaeological resources within the project area. A records search through the California Historical Resources Information System (CHRIS) and archival research will also be conducted as part of the identification efforts. The CHRIS records search fee of up to $1,000 is included in this scope and fee as an other direct cost. For all identified archaeological resources, Dokken will utilize existing documentation and consultation efforts to evaluate the significance of all resources. This task does not include archaeological excavations to assess significance, nor does it include archaeological excavation to determine presence/absence of subsurface archaeological resources. The identification efforts, evaluation efforts, and an assessment of the project's impacts to the resources will be documented in a Cultural Resources Inventory Report (CRIR). A fee of $8,000 is included as an other direct cost to pay for archaeological canine surveys should they be requested by the UAIC, determined appropriate by Dokken, and agreed to by the City.

As the project will impact a known Tribal Cultural Resource, mitigation and minimization measures will also be required. Due to the level of anticipated impact and as it is likely that artifacts will be discovered during construction, Dokken will prepare a Mitigation and Monitoring Plan as an attachment to the CRIR. The Mitigation and Monitoring Plan will provide detailed protocol on construction monitoring; cultural awareness training and content; identification and significance evaluation protocols for archaeological resources discovered during construction; and mitigation treatments. The Mitigation and Monitoring Plan will be developed in coordination with both the City and the UAIC. Developing agreed upon, detailed protocols prior to construction will minimize the potential that an archaeological discovery will significantly halt construction.

The CRIR will be submitted to the City for review and comment until approved. Should permitting through the USACE be required, the CRIR will also be submitted to the USACE for review and comment until approved. The USACE will then submit the CRIR to the State Historic Preservation Officer (SHPO) for concurrence.

Deliverables:

- ✓ Cultural Resources Inventory Report (CRIR)

Task D.6 Native American Consultation

Due to the presence of Tribal Cultural Resources, Dokken will work with the City to conduct and document all Native American consultation efforts regarding project impacts to these resources. This will involve preparing letter notifications, email correspondence, field meetings, and consultation on proposed mitigation measures. The City will be responsible for the payment of City agreed upon compensated tribal monitoring for archaeological field investigations.

Deliverables:

- ✓ Native American Consultation Log

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Task D.7 Extended Phase I Archaeological Investigation

Should the supplemental archaeological survey, Native American outreach, and historic research determine that parts of the project area have potential for subsurface archaeological resources (specifically south of Secret Ravine), Dokken will conduct an Extended Phase I Archaeological Investigation to determine the presence/absence of any such resources. This investigation will include using shovels or augurs to expose small samples of soil or utilizing mechanical trenching to expose larger areas of soil. All soil will be screened via wire mesh screens to check for artifacts or other features indicative of past human presence. The results of these efforts will be included in the CRIR.

Deliverables:

- ✓ Extended Phase I Report

Task D.8 Phase II Archaeological Evaluation

Should the project be impacting waters of the U.S., triggering Section 404 of the Clean Water Act Authorization, and resulting in USACE determining that the archaeological resources within the project area require archaeological excavation under Section 106 of the National Register of Historic Places to assess their significance, Dokken will conduct a Phase II Archaeological Evaluation. This will involve preparing a testing plan, implementing the plan, conducting laboratory assessment of collected artifacts, cataloging all artifacts, and preparing an evaluation report. The evaluation report will be provided to the City, UAIC, and the USACE for review and comment until approved. The USACE will then submit the evaluation report to the SHPO for concurrence.

Deliverables:

- ✓ Phase II Evaluation Report

Task D.9 Archaeological Memorandum of Agreement

If any archaeological resources are determined to be significant and therefore "historic properties" under Section 106 of the National Register of Historic Places, and if project impacts will adversely affect any historic property, then the City and the USACE will need to execute a Memorandum of Agreement (MOA). Dokken will prepare the draft MOA, which will include detailed minimization and mitigation measures. Additionally, Dokken will prepare an archaeological discovery plan as an attachment to the MOA. This plan will detail protocols on construction monitoring, cultural awareness training and content, and identification and significance evaluation protocols. Dokken will also develop a research design within the plan which will be utilized to rapidly determine significance of any archaeological resources discovered during construction.

Deliverables:

- ✓ Memorandum of Agreement (MOA)

Task D.10a CEQA EIR Addendum

The certified Granite Lake Estates 2002 Environmental Impact Report was approved by the City in 2002, which includes clearance of the Monument Springs Drive extension. If the Project design is modified to an alternative that is not a clearspan bridge; but no additional environmental impacts are anticipated to occur that were not previously disclosed in the original EIR, an Addendum to the 2002 environmental document would be appropriate. Dokken will prepare the Addendum to the EIR in coordination with the City. No public circulation or Council approval is required for the Addendum. This scope and fee assumes an EIR Addendum is an appropriate level of CEQA clearance. However, if it becomes determined that new significant impacts requiring additional mitigation measures are unavoidable, then preparation of a Supplemental or Subsequent EIR may be necessary.

Deliverables:

- ✓ Draft CEQA EIR Addendum
- ✓ Final CEQA EIR Addendum

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Task D.10b CEQA Supplemental or Subsequent EIR

The certified Granite Lake Estates 2002 Environmental Impact Report was approved by the City in 2002, which includes clearance of the Monument Springs Drive extension. If new significant environmental effects are identified, if there is a substantial increase in the severity of previously identified significant effects, or if new information of substantial importance is identified it may be appropriate to prepare a Supplement or Subsequent EIR. Dokken will prepare the Supplemental or Subsequent EIR in coordination with the City. Dokken will prepare required CEQA notices, circulate the document for public review, respond to public comments, and finalize the document. This scope does not include a public meeting/hearing or newspaper advertisements.

Deliverables:

- ✓ Draft Supplemental or Subsequent CEQA EIR
- ✓ Final Supplemental or Subsequent CEQA EIR

Task D.11 Section 401 Water Quality Certification

If the project design necessitates it, a 401 Water Quality Certification amendment shall be filed through the Regional Water Quality Control Board in accordance with Sections 3830 through 3869 of Title 23 of the California Code of Regulations. Dokken will prepare a revised application for Water Quality Certification that will include a project location map and design plans.

Deliverables:

- ✓ Section 401 Water Quality Certification

Task D.12 Section 404 Nationwide Permit 29

If the project design necessitates it, Dokken will coordinate with the USACE to modify the approved Section 404 Nationwide Permit 29 (Residential Developments) or obtain a new separate 404 Nationwide Permit. Dokken will delineate boundaries of USACE jurisdiction, assess updated project impacts, and provide all other necessary information to secure the Nationwide Permit authorization from USACE. If a USACE permit is required, the project will be required to comply with federal environmental requirements including Section 7 of the Federal Endangered Species Act and Section 106 of the National Historic Preservation Act. This task includes the preparation of the required federal reports to assist USACE in consulting with U.S. Fish and Wildlife Service and the State Historic Preservation Office (SHPO) and conducting Section 106 Native American consultations.

Deliverables:

- ✓ Section 404 Nationwide Permit; Section 7 Biological Opinions; Section 106 SHPO Concurrence

Task D.13 Section 1602 CDFW Streambed Alteration Agreement

Dokken will coordinate with CDFW to obtain a new Section 1602 Streambed Alteration Agreement. This scope and fee assumes a new Section 1602 CDFW Agreement will be required, regardless of updated project design because the current CDFW authorization is an op-law and does not specifically cover the bridge impacts. Dokken will delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW. Development of an on- or off-site mitigation plan and payment of mitigation fees are not included in this scope.

Deliverables:

- ✓ Section 1602 Streambed Alteration Agreement

Task D.14 Central Valley Flood Protection Board Encroachment Permit

Secret Ravine is within the jurisdiction of the Central Valley Flood Protection Board (CVFPB) and therefore requires an encroachment permit. Early consultation with the CVFPB is especially important to ensure their design criteria are captured in the bridge design. Dokken will schedule a pre-application meeting with the CVFPB to ensure the application submittal is complete and meets the agencies requirements. Dokken's environmental and engineering team will work closely to prepare the encroachment permit application, coordinate with the CVFPB to minimize permit processing time and impacts to the project, and will secure the encroachment permit. To streamline the permitting process and minimize delay, the CVFPB Encroachment Permit application fee is

included in this scope of work.

Deliverables:

- ✓ Central Valley Flood Protection Board Encroachment Permit

Task D.15 Permit Application Fees (Other Direct Costs)

To streamline the permitting process and minimize delays for the project, Dokken will pay the regulatory permit application fees on behalf of the City. The Other Direct Cost included in this task consists of the following assumptions: $3,300 for the Section 401 Water Quality Certification; $7,000 for the CDFW Streambed Alteration Agreement Application; and, $4,200 for the CVFPB Encroachment Permit application fee (total: $14,500). These are the estimated fees the agencies will charge for permit applications in 2024. Project fees and mitigation fees are unknown at this time and not included in this task.

Deliverables:

- ✓ Payments Environmental Regulatory Permits

Task E – Right of Way

Provided below is summary of the scope of services and deliverables Dokken's right of way team will provide for this Project.

Task E.1 Right of Way Surveys

UNICO will review existing right of way and boundary base files from previous survey. UNICO will verify and update as necessary. To fully verify and confirm the right of way and boundaries, UNICO will research current right of way maps, deeds, record of surveys, subdivision maps, parcel maps and other relevant mapping information along the project corridor to determine the right of way and adjacent parcel boundaries. A right of way and boundary base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, street monument wells, pins and other boundary markers necessary to resolve and map the right of way and relevant adjoining parcels. An overall (LAND NET) base map will be prepared as the basis of the right of way and parcel boundaries that will include road and parcel information for use of acquisition and exhibits.

The boundaries and right of way map will be prepared from readily available record information. To fully discern right of way, easement and other property constraints, UNICO will request City to provide title reports for those certain properties which may be affected by the project or where record information is incomplete to determine the right of way.

Deliverables:

- ✓ Right of Way and Boundary Base Map AutoCAD Base File and PDF
- ✓ Maps and Deeds

Task E.2 Right of Way Management and Coordination

Dokken's Right of Way Manager will manage all right of way aspects of the project, including ordering preliminary title reports, title research, document preparation, right of way negotiations, escrow coordination.

Task E.3 Project Tracking Table

This will outline project milestones and supply completion dates and comments, and will be sent to the client regularly.

Deliverables:

- ✓ Project Tracking Table

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Task E.4 Order Title Reports/Title Research

Dokken will order two (2) preliminary title reports for the affected parcels, perform all necessary research for each parcel being acquired.

Deliverables:

- ✓ (2) Preliminary Title Reports

Task E.5 Appraisal Process

An appraisal will be completed for each affected parcel by a licensed General Real Estate Appraiser and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice. A Notice of intent to appraise letter along with the acquisition policy brochure will be provided to impacted property owners.

Deliverables:

- ✓ (2) Appraisal Reports

Task E.6 Offer Documents/Summary Statement

Dokken shall prepare two (2) offer letters and right of way agreements for review and approval by the County. Dokken will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

Deliverables:

- ✓ Right of Way Agreements
- ✓ Grant and Easements Deeds
- ✓ Administrative Settlements
- ✓ Recorded Deeds and Easements

Task E.7 Negotiate for Right of Way

Dokken's Right of Way team will conduct "good faith negotiations" with the two (2) affected property owners. Upon approval of first written offer packages by the City, Dokken will meet with owners in person and present and explain all offer package details. Dokken will obtain all required right of way, easements, and if needed, Permit to Enter and Construct documents required to construct the proposed improvements. Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Task E.8 Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will work closely with the Client and the title company to assist in the timely closing of all transactions.

Deliverables:

- ✓ Escrow Documents
- ✓ Closing Statements

Task E.9 Right of Way Project Close Out

Dokken will review all acquisition documents for proper and complete execution, including formal acceptance. The original acquisition file for each affected parcel will be provided to the Client upon completion of the project.

Deliverables:

- ✓ Original Acquisition Files

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Task E.10 Plats and Legal Descriptions

UNICO will prepare plats and legal descriptions for additional right of way and easements as needed. The exact locations and number will be better understood during the design phase. As part of this scope, UNICO will assume the preparation of two (2) plats and legal descriptions will be required. UNICO will prepare preliminary plats, legal descriptions and closure calculations for review. Once approved, UNICO will prepare final signed and stamped PDF plats and legal descriptions. Title reports to be provided for all properties impacted by the project.

Deliverables:

- ✓ Plats and Legal Description and Closures (2)

Task F – Plans, Specifications, and Estimate

Task F.1 65% PS&E

Dokken will prepare 65% Plans, Specifications, and Estimate (PS&E) for the project. The design will build upon the 30% Plans and incorporate profiles and more detailed design of project features. Construction work specific to each parcel where the project impacts private parcel features will be shown in agreement with the right of way negotiations. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. The design plans shall be created using AutoCAD/Civil 3D, and the plans should follow all applicable City of Rocklin, PCWA, SPMUD, and Caltrans design standards. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Temporary Water Pollution Control layouts
- Erosion Control and Landscaping layouts
- Drainage layouts and profiles
- Utility layouts and profiles
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Electrical layouts
- Structure Plan and Details (17 Sheets)

Dokken will provide written responses for each comment received and mark each comment as "incorporated" or "not incorporated". For each "not incorporated" response, we will provide a descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show final disposition after the meeting.

Deliverables:

- ✓ Two sets of 11"x17" bond copies, and one PDF copy of the complete (full size) plans for City review and comments
- ✓ Two hard copies and one PDF copy of the Engineer's Estimate for Construction
- ✓ Word document copy of the Specifications
- ✓ Response to all City comments in matrix format
- ✓ Civil 3D files, as requested by the City

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Task F.2 95% PS&E

Dokken will prepare 95% PS&E for the project building upon the 65% submittal by providing full details as needed to construct the project. Construction work specific to each parcel where the project impacts private parcel features will be shown in agreement with the right of way negotiations. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project.

The plans shall be clear and concise, and will include:

- Typical cross sections
- Layout sheets and profiles
- Construction details
- Temporary Water Pollution Control plans and details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details, and quantity sheets
- Utility plans, profiles, details, and quantity sheets
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets
- Electrical plans and details
- Structural plans and details

Dokken will provide written responses for each comment received and mark each comment as "incorporated" or "not incorporated". For each "not incorporated" response, we will provide descriptive reasoning stating why and what design standards or impact implementing the requested change would have. A meeting will be held following each submittal to resolve any disputed comments. The comment response matrix will be updated to show the final disposition after the meeting.

Deliverables:

- ✓ Two sets of 11"x17" bond copies, and one PDF copy of the complete (full size) plans for City review and comments
- ✓ Two hard copies and one PDF copy of the Engineer's Estimate for Construction
- ✓ Word document copy of the Specifications
- ✓ Response to all City comments in matrix format
- ✓ Civil 3D files, as requested by the City

Task F.3 Final PS&E

Dokken will prepare draft 100% PS&E for the project building upon the 90% submittal by providing last comment resolutions and updates from coordination activities. Construction work specific to each parcel where the project impacts private parcel features will be shown in agreement with the right of way negotiations. Utility conflict resolutions will also be shown in the planset. Utilities that will be relocated ahead of the project will be shown in their proposed locations. As it is expected that some utilities will be reconstructed during construction of the project, work on those utilities will be included in the planset as Utility Sheets. Environmentally or culturally sensitive areas will be delineated. The PS&E package will be fully developed and inclusive of right of way, environmental, and other project commitments. This scope assumes the City will provide "boilerplate" or front-end specifications and Dokken will provide technical provisions for the project. Dokken will submit the draft 100% PS&E package to the City for final review and approval. Once approval is received, Dokken will finalize the construction documents by signing and stamping all sheets, sign and stamp specifications, and provide an updated Engineer's Estimate.

The plans shall be clear and concise, and will include:

- Typical cross-sections
- Layout sheets and profiles

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- Construction details
- Temporary Water Pollution Control plans and details
- Erosion Control and Landscaping plans and details
- Drainage plans, profiles, details, and quantity sheets
- Utility plans, profiles, details, and quantity sheets
- Stage construction/traffic handling
- Pavement Delineation and Signs
- Quantity sheets
- Electrical plans and details
- Structural plans and details

Deliverables:

- ✓ Electronic copy of the draft PS&E
- ✓ Signed and stamped final plans: one set of 22"x34", one set of 11"x17" bond copies, and one PDF full-size copy
- ✓ One hard copy and one Excel copy of the Engineer's Estimate
- ✓ One signed and stamped copy of the Specifications, and one electronic (Word document) copy
- ✓ Quantity calculations (as requested)
- ✓ Construction cross sections at 25-foot intervals with all significant construction offsets and elevations appropriately labeled (as requested)
- ✓ Civil 3D files (as requested)
- ✓ Copies of agency approvals and permits not already provided to the City

Task G – PROJECT CONTINGENCY

This is a task containing contingency funds to be used for future scope changes or additional work.

EXHIBIT B

Schedule of Performance

The Scope of Work identified in Exhibit A will be completed by December 31, 2028.

EXHIBIT C

Schedule of Fees

The Schedule of Fees is as follows:

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COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF ROCKLIN
MONUMENT SPRINGS DRIVE ROADWAY IMPROVEMENTS
November 14, 2023

TASK DESCRIPTION	Jason Ramos, PE Principal in Charge	Ashley Orsaba-Flinders, PE* Project Manager	Rob Burns, SE* Structures Project Engineer	Daniel Sanchez, PE* Civil Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	CAD / Engineering Technician 2	Ken Chen* Environmental Lead	Environmental Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Vanessa Cothran, SR/WA* Senior Right of Way Agent	Right of Way Manager	Right of Way Agent	Right of Way Appraiser	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	DOKKEN ENGINEERING																						
BILLING RATES*	$320	$225	$265	$185	$265	$225	$185	$165	$145	$125	$145	$135	$245	$165	$135	$105	$170	$210	$110	$110			
TASK A - PROJECT MANAGEMENT AND COORDINATION	36	82	16				24					6	10				24				198		$45,990
Task A.1 Project Management	8	50																			58		$13,810
Task A.2 Meetings and Coordination	8	32	16				24										24				104		$22,520
Task A.3 Quality Assurance and Quality Control	20											6	10								36		$9,660
TASK B - PRELIMINARY ENGINEERING AND RESEARCH	6	35	34	60	12	146	84	252	168	520		40	4	36			4				1401	$20,000	$245,415
Task B.1 Review Existing Documents		12	6	20	4	16	24	32		40		20	4	6			4				188		$32,720
Task B.2 Topographic Surveys	6	18		6																	30		$7,080
Task B.3 Utility Coordination							40		120	80											240	$20,000	$54,800
Task B.4 Utility Design		2		16		60		120		200											398		$61,710
Task B.5 Geotechnical Investigation			12	8			12		24					10							66		$12,010
Task B.6 Bridge Design Hydraulics Report		1	4			30	8	20	4	80											147		$23,395
Task B.7 FEMA Letter of Map Revision		2	12	10	8	40		80	20	120		20		20							332		$53,700
TASK C - PUBLIC OUTREACH AND ENGAGEMENT	2	6	6	6						40	20	6					40				126		$20,200
TASK D - ENVIRONMENTAL		6		8		10						196	92	672	216	850					2050	$33,500	$316,870
Task D.1 Environmental Meetings and Agency Coordination												24	20	18							62		$11,110
Task D.2 Arborist Survey and Report												2	2	12	8	25					49		$6,445
Task D.3 Biological Technical Report & Aquatic Resources Delineation Report												3	2	8	16	55					84		$10,150
Task D.4a Section 7 Consultation USFWS												6	4	15	24	60					109		$13,805
Task D.4b Section 7 Consultation NMFS												6	5	20	36	60					127		$16,495
Task D.5 Cultural Resources Inventory Report (CRIR)												8	4	125		40					177	$9,000	$35,885
Task D.6 Native American Consultation												6	4	50		8					68		$10,880
Task D.7 Extended Phase I Archaeological Investigation												4	4	40		32					80		$11,480
Task D.8 Phase II Archaeological Evaluation												6	4	220		200					430	$10,000	$69,090
Task D.9 Archaeological Memorandum of Agreement												4	2	42		40					88		$12,160
Task D.10a CEQA EIR Addendum												24	8	24	8	35					99		$13,915
Task D.10b CEQA Subsequent/Supplemental EIR												50	15	40	36	60					201		$28,185
Task D.11 Section 401 Water Quality Certification												11	4	8	15	50					88		$11,060
Task D.12 Section 404 Nationwide Permit 29												12	4	40	35	50					141		$19,175
Task D.13 Section 1602 CDFW Streambed Alteration Agreement												16	6	2	20	85					129		$15,585
Task D.14 Central Valley Flood Protection Board Encroachment Permit		6		8		10						14	4	8	18	50					118		$16,950
Task D.15 Permit Application Fees (Other Direct Costs)																						$14,500	$14,500
TASK E - RIGHT OF WAY																	178	46	68	40	332	$1,500	$53,300
Task E.1 Right of Way Surveys																							
Task E.2 Right of Way Management and Coordination																	10	20			30		$5,900
Task E.3 Project Tracking Table																	8	6	8		22		$3,500
Task E.4 Order Title Reports/Title Research																	8		8		16	$1,500	$3,740
Task E.5 Appraisal Process (2 Reports)																	8	2	4	40	54		$6,620
Task E.6 Offer Documents/Summary Statement																	20	4	30		54		$7,540
Task E.7 Negotiate for Right of Way (2 Parcels)																	100	8			108		$18,680
Task E.8 Escrow Coordination																	10		10		20		$2,800
Task E.9 Right of Way Project Close Out																	8	4	8		20		$3,080
Task E.10 Plats and Legal Descriptions																	6	2			8		$1,440
TASK F - PLANS, SPECIFICATIONS, AND ESTIMATE		62	120	180		44	520	220	810	220	720										2896		$470,800
Task F.1 65% PS&E		40	60	80		20	220	100	360	100	340										1,320		$215,400
a. Roadway		20		80		20	80	100	80	100	140										620		$99,500
b. Structures		20	60				140		280		200										700		$115,900
Task F.2 95% PS&E		16	40	60		16	170	80	260	80	220										942		$153,150
a. Roadway		10		60		16	60	80	60	80	100										466		$74,450
b. Structures		6	40				110		200		120										476		$78,700
Task F.3 Final PS&E		6	20	40		8	130	40	190	40	160										634		$102,250
a. Roadway		4		40		8	30	40	30	40	80										272		$43,200
b. Structures		2	20				100		160		80										362		$59,050
TASK G - PROJECT CONTINGENCY	6	30	80	80		10	60	10	20	40	40										376		$73,370
TOTAL HOURS	50	221	256	334	12	210	688	482	998	820	780	248	106	708	216	850	246	46	68	40	7,279		
TOTAL COST	$16,000	$49,725	$67,840	$61,790	$3,180	$47,250	$127,280	$79,530	$144,710	$102,500	$113,100	$33,480	$25,970	$116,820	$29,160	$89,250	$41,820	$9,660	$7,480	$4,400		$55,000	$1,225,945

*Billing Rates will be adjusted in January of each Calendar year by the Consumer Price Index or the Employment Cost Index for total compensation for civilian workers in the "Professional and related" occupational group for a 12-month period ending in September as published by the U.S. Department of Labor Bureau of Labor Statistics, not to exceed 4% annually.

COST PROPOSAL - HOURS BREAKDOWN BY TASK
CITY OF ROCKLIN
MONUMENT SPRINGS DRIVE ROADWAY IMPROVEMENTS
November 14, 2023

TASK DESCRIPTION	DOKKEN ENGINEERING										GIBSON ENGINEERING													
	Principal Engineer	Senior Engineer/Geologist	Sr. Staff Engineer / Geologist (PM)	Sr. Staff Engineer / Geologist	Sr. Technician (PM)	Graphics / Drafting	Admin. / Word Processing	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Rob Mathes Survey Manager	Ryan Ming, PLS Senior Land Surveyor	Party Chief	Rodman	Rop Porter, LSIT Land Surveyor	Survey Technician	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	$160	$180	$185	$160	$100	$105	$90				$216	$179	$140	$105	$105	$90						
TASK A - PROJECT MANAGEMENT AND COORDINATION																						
Task A1 Project Management																				108		$45,994
Task A2 Meetings and Coordination																				88		$13,014
Task A3 Quality Assurance and Quality Control																				194		$22,820
TASK B – PRELIMINARY ENGINEERING AND RESEARCH	0	4.5	44	14	12	16	6	146	$13,230	$37,190	4		32			32	1.00		$16,425	1,646	$35,230	$71,615
Task B.1 Review Existing Documents																				188		$33,710
Task B.2 Topographic Survey											4		32			32	1.00		$16,425	130		$23,509
Task B.3 Utility Coordination																				240	$10,000	$54,804
Task B.4 Utility Design																				398		$61,710
Task B.5 Geotechnical Investigation	8	4.5	44	14	12	14	8	146	$13,230	$37,190										211	$13,230	$49,200
Task B.6 Bridge Design Hydraulics Report																				147		$23,287
Task B.7 PS&E Internal Meetings/Submittals																				202		$33,704
TASK C – PUBLIC OUTREACH AND ENGAGEMENT																				126		$20,016
TASK D – ENVIRONMENTAL																				2,004	$10,000	$1,160,714
Task D.1 Environmental Meetings and Agency Coordination																				62		$11,110
Task D.2 Arborist Survey and Report																				49		$4,443
Task D.3 Biological Technical Reports & Aquatic Resources Delineation Report																				84		$10,150
Task D.4a Section 7 Consultation USFWS																				109		$13,003
Task D.4b Section 7 Consultation NMFS																				127		$16,492
Task D.5 Cultural Resources Inventory Report (CRIR)																				177	$6,000	$26,883
Task D.6 Native American Consultation																				68		$10,808
Task D.7 Extended Phase 1 Archaeological Investigation																				98		$11,460
Task D.8 Historic Evaluation and Documentation																				426	$10,000	$60,062
Task D.9 Archaeological Monitoring Plan																				88		$11,164
Task D.10a CEQA EIR Addendum																				95		$13,915
Task D.10b CEQA Subsequent/Supplemental EIR																				201		$28,183
Task D.11 Section 404 Water Quality Certification																				86		$11,063
Task D.12 Section 404 Nationwide Permit 29																				141		$19,172
Task D.13 Section 1602 CDFW Streambed Alteration Agreement																				125		$15,595
Task D.14 Central Valley Flood Protection Board Encroachment Permit																				118		$16,650
Task D.15 Permit Application Fees (Other Direct Costs)																					$14,500	$14,500
TASK E – RIGHT OF WAY											2	32	8	8	28		79	$5,000	$15,105	408	$8,500	$68,610
Task E.1 Right of Way Surveys												24	8	8	28		68	$5,000	$12,610	68	$5,000	$12,610
Task E.2 Right of Way Management and Coordination																				38		$5,004
Task E.3 Project Tracking Table																				22		$3,024
Task E.4 Owner Title Reports (Title Research)																				16	$1,500	$3,744
Task E.5 Appraisal Process (2 Reports)																				54		$6,623
Task E.6 Offer Documents (Summary Statement)																				84		$7,843
Task E.7 Negotiation for Right of Way (2 Parcels)																				108		$10,603
Task E.8 Escrow Coordination																				28		$2,803
Task E.9 Right of Way Project Close Out																				28		$3,003
Task E.10 Title and Legal Descriptions											2	8					10		$2,485	34		$3,972
TASK F – PLANS, SPECIFICATIONS, AND ESTIMATE																				2,994		$470,000
Task F.1 65% PS&E																				1,558		$245,488
a. Roadway																				650		$99,508
b. Structures																				908		$145,980
Task F.2 95% PS&E																				942		$143,158
a. Roadway																				466		$74,458
b. Structures																				476		$68,700
Task F.3 Final PS&E																				634		$100,320
a. Roadway																				272		$43,200
b. Structures																				362		$56,016
TASK G – PROJECT CONTINGENCY																				374		$73,374
TOTAL HOURS	0	4.5	44	14	12	16	6	146			6	32	48	8	28	32	1.75			7,704		
TOTAL COST	$1,920	$774	$8,140	$1,960	$1,200	$1,680	$720		$13,230	$37,190	$1,285	$5,74 1	$6,720	$840	$2,940	$2,8 71		$10,00	$31,526		$71,230	$1,346,64

*If the fee is a fixed percentage by January of each calendar year by the Consumer Price Index for the San Francisco-Oakland-Hayward area (all urban consumers) published by the U.S. Department of Labor, Bureau of Labor Statistics.

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.

DOKKEN ENGINEERING

By: _____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MONUMENT SPRINGS DRIVE ROADWAY AND BRIDGE IMPROVEMENTS PROJECT TO CONSOR NORTH AMERICA, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Monument Springs Drive Roadway Improvement Project consists of installing a new roadway and a bridge in order to close a roadway gap and provide secondary access; and

WHEREAS, City staff prepared a Request for Proposals to provide construction management services that was issued on September 7, 2023; and

WHEREAS, on October 5, 2023, four (4) proposals were received and determined to be qualified; and

WHEREAS, staff selected Consor North America, Inc. to provide construction management services, Phase 1 of which is technical support during the design phase for a not-to-exceed contract amount of $105,100; and

WHEREAS, funds in the amount of $1,500,000 are budgeted and available for this project in the Traffic Circulation Impact Fees (Fund 302) for Fiscal Year 2023/24.

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

Section 1. The City Council of the City of Rocklin awards the contract for construction management services for the Monument Springs Drive Roadway and Bridge Improvements Project to Consor North America, Inc. and authorizes the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Consor North America, Inc. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Hundred Five Thousand One Hundred Dollars ($105,100).** 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;
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, 2028** 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:

1. Contractor shall immediately cease rendering services pursuant to this agreement;
2. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
3. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

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

Contractor shall protect, hold free and harmless, defend and indemnify the Agency, and its officers and employees from liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, its employees or anyone else employed by the Contractor in the performance of professional design services under this agreement, to the extent of the Contractor's proportionate percentage of fault. The provisions of this paragraph shall survive termination or suspension of this Contract.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Contractor shall protect, hold free and harmless, defend and indemnify the Agency, its Contractors, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Contractor in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the

liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Agency.

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:

   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage:** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by 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: Hunter Young, City Engineer
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Leland Mason, Construction Manager
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670

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.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONSOR NORTH AMERICA, INC.

By: _____

By: _____

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal / Scope of Work

consor

11017 Cobblerock Drive, Suite 100
Rancho Cordova, California, 95670
916.368.9181

Scope of Work

MONUMENT SPRINGS DRIVE ROAD IMPROVEMENTS PROJECT, PHASE 1: DESIGN SUPPORT

The following Scope of Work identifies the items of work, the order in which they may occur, and how they will be addressed during the design support phase of the Monument Springs Drive Road Improvements Project.

This Work Plan is based on Consor's current understanding of the project and the following assumptions:

- The DESIGNER will take no more than 12 months to complete the first phase of the project.
- The DESIGNER will hold up to two (2) 4-hour project development team (PDT) meetings per month.
- CONSOR will provide two constructability reviews:
  - 65% Review - Review of plans and estimate;
  - 95% Review - Review of plans, specifications, and estimate (PS&E).

Consor assumes a basis for project staffing levels as shown in our attached Work Estimate. Our level of effort for the following tasks depends on the Designer's operation and ability to meet the anticipated schedule.

- Task 1 - Design Support Services
  - Consor's level of effort for PDT meetings Is estimated at up to 164 hours.
  - Consor's level of effort for a 65% constructability review Is estimated up to 80 hours.
  - Consor's level of effort for a 95% constructability review Is estimated up to 124 hours.
  - As a subconsultant to Consor, Youngdahl Consulting Group, Inc. (Youngdahl), will provide geotechnical document review services at the 65% and 95% stage. Initial budget for these activities Is established at up to $14,240.00.

The following are the activities we will employ for each sub-task:

PROJECT DEVELOPMENT TEAM MEETINGS

Consor staff will perform the following, as required:

- Attendance at bi-weekly PDT meetings to be hosted by the Designer.
- Attendance to Include:
  - Full-time participation by the Resident Engineer estimated at up to 96 hours (24 meetings);
  - Part-time participation by the Structure Representative estimated at up to 30 hours of participation (7.5 meetings);
  - Part-time participation by the Office Engineer estimated at up to 30 hours of participation (7.5 meetings); and
  - Part-time participation by the Structural Material Engineer at up to 8 hours (2 meetings).

65% CONSTRUCTABILITY REVIEW

Consor staff will perform the following, as required:

- Full review of plans and estimate at the 65% stage;
- Deliverables of:
  - Redlined plans;
  - Review of bid Item quantities with independent take-offs of identified critical bid Items; and
  - Comment matrix prioritizing the level of risk for each comment.
- Comment review meeting with designer to clarify comments and verify questions are addressed. It Is assumed this meeting will be in the form of a PDT meeting.

95% CONSTRUCTABILITY REVIEW

Consor staff will perform the following, as required:

consor

11017 Cobblerock Drive, Suite 100
Rancho Cordova, California, 95670
916.368.9181

- Full review of plans, specifications, and estimate at the 95% stage;
- Deliverables of:
  - Redlined plans;
  - Redlined specifications;
  - Full take-offs of bid Item quantities with quantity sheets;
  - Independent cost estimate; and
  - Comment matrix prioritizing the level of risk for each comment identified in the 95% PS&E package.
- Comment review meeting with the designer to clarify comments and verify questions are addressed. It Is assumed this meeting will be in the form of a PDT meeting.

GEOTECHNICAL REVIEW SUPPORT

Our subconsultant, Youngdahl, will perform Geotechnical Engineering Support at 65% and 95% PS&E packages and provide recommendations as appropriate.

EXHIBIT B

Schedule of Performance

The Scope of Work identified in Exhibit A will be completed by December 31, 2028.

EXHIBIT C

Schedule of Fees

The Schedule of Fees is as follows:

COST PROPOSAL 1
Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Consor North America, Inc.**

Project No.: Monument Springs CM - Task 1 Contract No.: TBD Date: 11/7/2023

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal Engineer		Mike Hagerty		$80-$120	$99.98	$ -
Resident Engineer **	*	Talina Barajas-Chan	156	$65-$100	$81.00	$ 12,636.00
Project Manager/Structure Represent	*	Leland Mason	70	$60-$100	$87.55	$ 6,128.50
Office Engineer		Mark Reuter	70	$60-$100	$62.99	$ 4,409.30
Construction Inspector (Grp 1) **		Staff		$50-$100	$59.33	$ -
Construction Inspector (Grp 2) **		Jerry Hayes	8	$48-$98	$59.33	$ 474.64
Assistant Resident Engineer		Staff		$40-$80	$65.00	$ -
Senior Engineer		Chad Langstraat	44	$60-$100	$87.50	$ 3,850.00
Senior Engineer		John Quincy	20	$40-$80	$102.00	$ 2,040.00
Engineering Designer I		Staff		$30-$50	$45.00	$ -
Engineering Designer II		Staff		$36-$66	$50.00	$ -
Project Manager Assistant		Staff	2	$30-$50	$40.00	$ 80.00
Office Engineer		Staff		$40-$65	$60.00	$ -
Survey Manager		Staff		$60-$90	$84.00	$ -
Project Surveyor **		Staff		$40-$70	$50.00	$ -
		subtotal	370		subtotal	$ 29,618.44

LABOR COSTS

a) Subtotal Direct Labor Costs	$	29,618.44
b) Anticipated Salary Increases	$	947.79
c) Total Direct Labor Costs [(a) + (b)]		**$ 30,566.23**

INDIRECT COSTS

d) Fringe Benefits	(Rate: 39.00%)	e) Total Fringe Benefits [(c) x (d)]	$ 11,920.83
f) Overhead	(Rate: 131.00%)	g) Overhead [(c) x (f)]	$ 40,041.76
h) General and Administrative	(Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	$ -
		j) Total Indirect Costs [(e) + (g) + (i)]	**$ 51,962.59**

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee [10%] **$ 8,252.88**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem - Principal Engineer	0	Days	$120.00	$ -
Per Diem - Resident Engineer	0	Days	$120.00	$ -
Per Diem - Structure Representative	0	Days	$120.00	$ -
Per Diem - Construction Inspector	0	Days	$120.00	$ -
Prevailing Wage Differential	Actual			$ -
Construction Office	0	Mo.	$2,000.00	$ -
Mileage	0	Mi.	$0.655	$ -
Miscellaneous Supplies	Actual			$ 78.30
Reproduction	Actual			$ -
				$ -
			l) TOTAL OTHER DIRECT COSTS	**$ 78.30**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Panorama Environmental	$ -
Subconsultant 2:	Youngdahl	$ 14,240.00
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		
	(m) TOTAL SUBCONSULTANS' COSTS	**$ 14,240.00**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	**$ 14,318.30**
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 105,100.00**

NOTES:
1. Key Personnel must be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

COST PROPOSAL 1
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant: Consor North America, Inc. Contract No.: TBD Date: 11/7/2023

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
Year 1 (2023)	$ 29,618.44	/	370	=	$80.05	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	$80.05	+	4.0%	=	$83.25	Year 2 Avg Hourly Rate
Year 2 (2024)	$83.25	+	4.0%	=	$86.58	Year 3 Avg Hourly Rate
Year 3 (2025)	$86.58	+	4.0%	=	$90.05	Year 4 Avg Hourly Rate
Year 4 (2026)	$90.05	+	4.0%	=	$93.65	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	20.00%	*	370	=	74	Estimated Hours Year 1
Year 2 (2024)	80.00%	*	370	=	296	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	370	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	370	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	370	=	0	Estimated Hours Year 5
Total	100%		Total	=	370	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	$80.05	*	74	=	$5,923.69	Estimated Hours Year 1
Year 2 (2024)	$83.25	*	296	=	$24,642.54	Estimated Hours Year 2
Year 3 (2025)	$86.58	*	0	=	$0.00	Estimated Hours Year 3
Year 4 (2026)	$90.05	*	0	=	$0.00	Estimated Hours Year 4
Year 5 (2027)	$93.65	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$30,566.23	
Direct Labor Subtotal before escalation	=	$29,618.44	
Estimated total of Direct Labor Salary Increase	=	**$947.79**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Mike Hagerty, P.E. Title*: Regional Manager for Construction Management

Signature:  Date of Certification (mm/dd/yyyy): 10/26/2023

Email: mike.hagerty@consoreng.com Phone Number: (916) 368-9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction administration & inspection

consor

City of Rocklin - CM for Monument Springs Drive Project

Year 2023 Hourly Rates

Rates are effective January 1, 2023 through December 31, 2023

Labor by Classification	Hourly Rate
Principal Engineer	$80 - $120
Construction Manager	$65 - $100
Resident Engineer **	$60 - $100
Structure Representative **	$60 - $100
Construction Inspector (Group 1) */**	$50 - $100
Construction Inspector (Group 2) */**	$48 - $98
Construction Inspector (Group 3) */**	$40 - $90
Construction Inspector (Group 4) */**	$34 - $84
Senior Engineer	$60 - $100
Associate Engineer	$40 - $80
Engineering Designer I	$30 - $50
Engineering Designer II	$36 - $66
Project Manager Assistant	$40 - $65
Office Engineer	$40 - $65
Surveying	
Survey Manager	$60 - $90
Project Surveyor */**	$40 - $70

Overhead Rate	170.00%

Other Direct Costs				
Staff Computers and Cell Phones		Included in Overhead		
Staff Assigned Vehicles		Included in Overhead		
Home Office		Included in Overhead		
Project Specific Construction Office		Cost		
Construction Office Expenses (internet, utilities, etc.)		Cost		
Mileage (when not Staff Assigned Vehicles)		Current Federal Rate ($0.655/mi.)		
Other Travel and Rental Vehicles		Cost		
Subconsultants		Cost		
Short Term Per Diem	up to	$200	per day	
Long Term Per Diem (DIR Daily Rate)		$120	per day	(no reciepts required)
Prevailing Wage Differential**		Cost		
Miscellaneous (field supplies, delivery, copying, etc.)		Cost		

Fee	
Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.
**Prevailing Wage may apply for field duties related to construction inspection and survey services.
Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.
Other Direct Costs to be invoiced at actual cost plus fee.
The Client and Consor agree that the Indirect Cost Rate shall remain unchanged for a multi-year contract
All rates subject to an annual escalation of up to 5% per year

SAMPLE COST PROPOSAL 3

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Youngdahl Consulting Group, Inc.

Project No. _____ Contract No. _____ Date 11/06/2023

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	80	178.00	14,240.00
Sub-professional/Technical**	0	135.00	0.00
EQUIPMENT 1 (with Operator)			
EQUIPMENT 2 (with Operator)			

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$ 0.65	$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK $0.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

SAMPLE COST PROPOSAL 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. Title 23 United States Code Section 112 - Letting of Contracts
16. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
17. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
18. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Matthew Gross Title*: Vice President

Signature: _____ Date of Certification (mm/dd/yyyy): 11/6/2023

Email: mjg@youngdahl.net Phone Number: 916-933-0633

Address: 1234 Glenhaven Court, El Dorado Hills CA 95762

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical reviews for the project at 65%, 90-95% and possibly 100% stages. Our work includes reviewing plans and documents provided to our firm and attending meetings as requested.

YOUNGDAHL CONSULTING GROUP, INC.
ESTABLISHED 1984

1234 Glenhaven Court, El Dorado Hills, CA 95762
4300 Anthony Court, Unit D, Rocklin, CA 95677
ph 916.933.0633 fx 916.933.6482
www.youngdahl.net

Consor
11017 Cobblerock Drive, Suite 100
Rancho Cordova, California 95670

PE23-619/89489
3 November 2023

Attention: Ms. Talina Barajas-Chen

Re: **MONUMENT SPRINGS DRIVE ROADWAY IMPROVEMENT PROJECT**
Monument Springs Drive, Rocklin, California
STATEMENT OF QUALIFICATIONS AND COST ALLOCATIONS FOR GEOTECHNICAL REVIEWS

Dear Ms. Barajas-Chen:

Youngdahl Consulting Group, Inc. appreciates the opportunity to submit our qualifications for providing third-party geotechnical reviews for the project. Youngdahl Consulting Group, Inc. is built upon a foundation of quality and integrity in every facet of our services and we are fully qualified to assist with this contract.

Youngdahl offers over 39 years of geotechnical engineering, construction observation, and materials testing experience on a wide variety of projects for both municipal and private clients. We are also very familiar with the various local soils and the solutions that are common to the region. Over the years, we have provided geotechnical support services for numerous projects in the area and performed geotechnical reviews of projects we oversee and for support of other projects to provide a second check that geotechnical conditions are being addressed.

We have included the attached statement of qualifications which includes a summary of cost allocation for the project. Please do not hesitate to contact us should you have any questions during your review of this proposal.

Sincerely,
Youngdahl Consulting Group, Inc.

Matthew J. Gross, P.E., G.E.
Vice President

Attachments: SOQ and Cost Allocation

YOUNGDAHL CONSULTING GROUP, INC.

STATEMENT OF QUALIFICATIONS AND COST ALLOCATION *PE23-619/89489*

FOUNDED
1984

NUMBER OF EMPLOYEES
76

OFFICE LOCATIONS
1234 Glenhaven Court
El Dorado Hills, CA 95762

4300 Anthony Court, Unit D
Rocklin, CA 95677

AREAS OF SPECIALIZATION
Materials Testing and Special Inspection
DSA Certified Laboratory (LEA #13)
Geotechnical Engineering
Geosciences
Environmental Consulting
Stormwater Management

STAFF
Geotechnical Engineers
Civil Engineers
Engineering Geologists
Hydrogeologists
Registered Geologists
Environmental Assessors
A.W.S./C.W.I. Certified Inspectors
DSA Approved Masonry Inspectors
ICC Certified Special Inspectors
QSP, QISP, QSD, ToR SWPPP Inspectors

CONTACT INFORMATION
Phone: 916.933.0633
Fax: 916.933.6482
E-mail: mail@youngdahl.net
Website: www.youngdahl.net

SMALL BUSINESS CERTIFICATION
State of California # 18442

DEPARTMENT OF INDUSTRIAL RELATIONS
"DIR" Registration Number
1000008342



FIRM DESCRIPTION

Youngdahl Consulting Group, Inc. is a full-service geotechnical engineering, materials testing, and special inspection firm working throughout northern and central California. Our diverse expertise enables us to offer a complete range of consulting services, from conceptual planning through project completion on a large portfolio of projects.

Founded in 1984, Youngdahl provides innovative engineering solutions to complex project problems. Whether collaborating with other design consultants or working independently, our experienced team of trusted advisors works closely with each client to provide a broad range of integrated services. We strive to provide services that are cost effective and adeptly combine client interests, peer scrutiny, and regulatory requirements. Our value engineered and timely solutions minimize both costs and risks for large and small public works, commercial, and residential projects.

1

YOUNGDAHL CONSULTING GROUP, INC.

YOUNGDAHL CONSULTING GROUP, INC.

STATEMENT OF QUALIFICATIONS AND COST ALLOCATION ***PE23-619/89489***

PROJECT UNDERSTANDING

PROJECT DESCRIPTION

We understand that this project consists of the construction of a bridge and the gap closure of Monument Springs Drive in Rocklin, California. The development area has been active for some time; however, the bridge and gap closure had not been completed as part of the previous work. We understand that Consor was selected to provide design support services to Dokken for the project and Geocon will be providing services as the geotechnical engineer of record.

HISTORY OF YOUNGDAHL BACKGROUND AT THE SITE

Youngdahl Consulting Group, Inc. has been providing geotechnical services for various portions of The Highlands and the Cavitt Stallman Development area since 1989. Our initial geotechnical engineering studies for the development included the proposed improvement area. We have also provided support for utility construction, roads, and house construction in the many years following. Our previous involvement makes us uniquely suited to provide support for this project.

SCOPE OF SERVICES

We also understand our scope of services has been requested to provide geotechnical reviews for the project at the 65%, 90-95%, and possibly the 100% stages. Our work would include reviewing plans and documents provided to our firm and attending meetings when requested.

SUMMARY OF COST ALLOCATION

ESTIMATED COSTS

Geotechnical review services are provided on a time and materials basis per the 2023 Prevailing Wage Fee Schedule. Based on discussions with Consor, we understand that 80 hours are anticipated to be needed to account for the milestone reviews and discussions.

Engineering Review:	80 Hours		$ 14,240.00
		ESTIMATED COST:	**$ 14,240.00**

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.

CONSOR NORTH AMERICA, INC.

By: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Park Drive Pavement Rehabilitation Project

Date: December 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development
Justin Nartker, Director of Public Services

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for Construction Management Services for the Park Drive Pavement Rehabilitation Project to Ghirardelli Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Contract for the Park Drive Pavement Rehabilitation Project to Central Valley Engineering & Asphalt, Inc. and Authorizing the City Manager to Execute the Agreement.

Background:

The City of Rocklin maintains approximately 213 centerline miles of streets per the City's 2022 Pavement Management Program (PMP) Update. As part of the PMP Update, a pavement analysis was completed utilizing a third-party consultant who specializes in pavement management. The analysis provides an index of City streets and their condition, which is used in the decision-making process on what repairs are needed and when.

After reviewing the PMP Update, and consulting with Public Services maintenance crews, staff recommends pavement rehabilitation on Park Drive between Stanford Ranch Road and Bay Street. This section of Park Drive has a high volume of traffic, partly related to proximity to Rocklin and Victory High Schools, and results in many public requests for maintenance.

Construction Management Contract

A professional services agreement is needed to provide construction management, inspection and materials testing services during construction of the project. On August 31, 2023, staff issued a Request for Proposals (RFP) seeking qualified firms to provide these services, and received eight proposals on September 28, 2023.

The City's selection team utilized a process consistent with the Caltrans Local Assistance

Procedures Manual (LAPM), Chapter 10, which governs consultant selection of federally funded projects. A two-part screening process was utilized to evaluate the proposals. All proposals were first reviewed independently and ranked by each team member using the criteria in the RFP.

The top three firms were invited to an interview on October 24, 2023 to further evaluate their overall qualifications. Through this evaluation process, Ghirardelli Associates, Inc. (Ghirardelli) was determined to be the most qualified consultant to provide the desired services for the project. Staff opened the cost proposal and completed negotiations to agree upon the final scope of work and budget, which is incorporated into the agreement recommended for approval. The final budget for this recommended contract is $224,788.63.

Construction Contract

The Park Drive Pavement Rehabilitation Project invitation for bids was advertised on October 12, 2023 and again on October 19, 2023. On November 8, 2023, eleven (11) bids were received and publicly read aloud. The lowest responsive and responsible bid is from Central Valley Engineering & Asphalt, Inc. (CVE) in the amount of $1,643,677.00. The complete bid results are as follows:

Bidder	**Bid Amount**
Central Valley Engineering & Asphalt, Inc.	$1,643,677.00
George Reed, Inc.	$1,650,030.00
McGuire and Hester	$1,733,280.07
All Phase Construction	$1,747,995.00
B&M Builders	$1,761,591.00
Mountain Cascade	$1,782,069.50
All American Construction	$1,789,107.50
Knife River Construction	$1,800,000.00
Lamon Construction Company	$1,809,936.50
Consolidated Engineering	$1,944,590.00
Martin Brothers Construction	$2,269,592.00

The engineer's estimate for the construction of this project is $1,800,000.

On November 17, 2023, staff received a Bid Advisory from the Foundation for Fair Contracting (FFC) regarding the bid submitted by CVE. Having reviewed the Bid Advisory as well as confirmed that the apparent low bid from CVE satisfied all the requirements outlined in the contract documents, staff recommends the City Council award the contract to CVE. Furthermore, Rocklin Municipal Code Section 3.04.050 authorizes a contingency amount of up to 15 percent of the contract amount, or $246,323.00, for a total authorized construction budget of $1,890,000.00.

Environmental Analysis:

Due to federal funding associated with this project, Caltrans was the lead agency for conformance with the National Environmental Policy Act (NEPA). The current Project was environmentally cleared under a previous federally funded resurfacing project on February 2, 2018 when Caltrans issued a Categorical Exclusion indicating that the State determined the project to have no significant impacts on the environment.

Additionally, the City of Rocklin complied with all California Environmental Quality Act (CEQA) requirements with a Categorical Exemption under California Code of Regulations Title 14 Section 15301 to rehabilitate existing facilities.

Fiscal Impact:

The project is included in the Fiscal Year 2023/24 Operating Budget as part of the 2024-2028 Capital Improvement Program (CIP), and is funded using a combination of federal Regional Surface Transportation Program (RSTP) grant funds (240) and Gas Tax Funds (210); the project identified as Federal Project No. STPL 5095 (026). The RSTP grant also requires an 11.47% local match.

The project budget for construction and construction management exceeds the available funding identified in the CIP. In order to meet the minimum local match for the grant, the City will need to contribute additional gas tax funds. As such, staff will reallocate an additional $275,000 in Gas Tax Funds from other CIP-approved projects that are not shovel ready, to financially support the project bringing the total Gas Tax Fund commitment to $464,000. No budget adjustment is necessary in order to fully fund the construction phase of the project.

ATTACHMENTS:

1. Resolution A - Ghirardelli Associates, Inc.
2. Resolution A Exhibit A - Ghirardelli Associates, Inc. Contract
3. Resolution B - Central Valley Engineering & Asphalt, Inc.
4. Resolution B Exhibit A - Central Valley Engineering & Asphalt, Inc. Contract
5. Resolution B Attachment 1 - Bid Advisory Letter

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE PARK DRIVE PAVEMENT REHABILITATION PROJECT TO GHIRARDELLI ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Park Drive Pavement Rehabilitation Project consists of installing a new asphalt surface on Park Drive between Stanford Ranch Road and Bay Street; and

WHEREAS, City staff prepared a Request for Proposals to provide construction management services that was issued on August 31, 2023; and

WHEREAS, on September 28, 2023, eight (8) proposals were received and determined to be qualified; and

WHEREAS, staff selected Ghirardelli Associates, Inc. to provide construction management services for a not-to-exceed contract amount of $224,788.63; and

WHEREAS, Regional Transportation Surface Program (Fund 240) grant funds in the amount of $1,750,463 and Gas Tax funds (Fund 210) in the amount of $464,000 are budgeted and available in the Capital Improvement Program in Fiscal Year 2023/24 to support construction and construction management.

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

Section 1. The City Council of the City of Rocklin awards the contract for construction management services for the Park Drive Pavement Rehabilitation Project to Ghirardelli Associates, Inc. and authorizes the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT 10-R

Professional Services Agreement between the
City of Rocklin and Ghirardelli Associates, Inc.

Construction Management, Inspection, and Materials Testing Services for Park Drive Pavement Rehabilitation Project (formerly the Pavement Rehabilitation – Various Streets); Federal Aid Project No. STPL 5095 (026)

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
GHIRARDELLI ASSOCIATES, INC.
Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be GINA PRCHLIK

The name of the "LOCAL AGENCY" is as follows:
City of Rocklin

The Contract Administrator for LOCAL AGENCY will be Hunter Young, City Engineer/Deputy Director of Community Development

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated October 30, 2023. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the

direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT 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 LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

Subject to the terms and conditions set forth in this AGREEMENT, CONSULTANT shall provide to the CITY the services described in the Scope of Work attached as Attachment 2. CONSULTANT shall provide the services at the time, place and in the manner specified in Attachment 2. CONSULTANT shall not be compensated for services outside the scope of Attachment 2 unless prior to the commencement of the services: (a) CONSULTANT notifies the CITY and CITY agrees the services are outside the scope of Attachment 2; (b) CONSULTANT 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.

CONSULTANT shall perform all services required pursuant to this AGREEMENT according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. CONSULTANT shall assign only competent personnel to perform services pursuant to this AGREEMENT. In the event that CITY, in its sole discretion, at any time during the term of this AGREEMENT, requests in writing the reassignment of any such persons to ensure CONSULTANT performs services in accordance with the Standard of Performance, CONSULTANT shall, immediately upon receiving CITY's request, reassign such persons.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on December 12, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2025, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $16,944.21. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Agency: City of Rocklin
Contract Admin: Hunter Young
3970 Rocklin Road, Rocklin, CA 95677

I. The total amount payable by LOCAL AGENCY, including the fixed fee, shall not exceed $224,788.63.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this

AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, based on the work performed up to the point of termination. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may

request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract

Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable

property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is 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 the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also

list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in

which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts

consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 6.0**%.** Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto as Attachment 3 and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color,

national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants
After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.

3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:

    - One or more above listed justifiable reasons along with supporting documentation
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract

- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly*

Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading

- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to

   business.support.unit@dot.ca.gov with a copy to local administering agencies.
   For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

A. CONSULTANT agrees to have and maintain, at its own cost and expense, 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 CONSULTANT, 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.

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.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's

Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive

property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever,

regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT
The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

1. The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

2. The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

a. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained

as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:\

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

B. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

GHIRARDELLI ASSOCIATES, INC.
GINA PRCHLIK, Project Manager
110 BLUE RAVINE ROAD, SUITE 150
FOLSOM, CA 95630

LOCAL AGENCY:

CITY OF ROCKLIN
HUNTER YOUNG, Contract Administrator
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF ROCKLIN

Aly Zimmermann, City Manager

Date:_____

ATTEST:

Haley Reid, Acting City Clerk

Date:_____

APPROVED AS TO FORM

Dan Cucchi, Interim City Attorney

Date:_____

GHIRARDELLI ASSOCIATES, INC.

Randall Bruner, P.E.
Randall Bruner, P.E. (Nov 6, 2023 13:47 PST)

Randall Bruner, President/CEO

Date: Nov 6, 2023

Attachments

1. Cost Proposal
2. Scope of Work
3. Exhibit 10-O2: Consultant Contract DBE Commitment

SAMPLE COST PROPOSAL 1 (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Ghirardelli Associates Inc

Project No.: Federal No. STPL-5095(026) Contract No.: Date: 10/30/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Engineer	Gina Prchlik*	260.0	$ 97.45	$ 25,337.00
Construction Inspector (RT)	Aaron Thomas**	396.0	$ 77.23	$ 30,583.08
Construction Inspector (OT)	Aaron Thomas**	70.0	$ 115.85	$ 8,109.15
Drone Pilot	Jen Karthik**	28.0	$ 77.84	$ 2,179.52
			$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total:	754.0		$ 66,208.75

LABOR COSTS

a) Subtotal Direct Labor Costs $ 66,208.75
b) Anticipated Salary Increases (see page 2 for calculations) $ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 66,208.75

INDIRECT COSTS

d) Fringe Benefits Rate: e) Total fringe benefits [(c) x (d)] $ -
Overhead **(Claiming SHR Rate)** Rate: 122.54% g) Overhead [(c) x (f)] $ 81,132.20
h) General and Administrative Rate: i) Gen & Admin [(c) x (h)] $ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $ 81,132.20

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee 11.50% $ 16,944.21

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				$ -
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS $ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Mozamo Engineering Inc. $ 15,523.20
Subconsultant 2: Construction Testing Services $ 44,980.27
Subconsultant 3: $ -
Subconsultant 4: $ -
m) SUBCONSULTANTS' COSTS $ 60,503.47

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 60,503.47

TOTAL COST [(c) + (j) + (k) +(n)] **$ 224,788.63**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
3. Anticipated salary increases calculations (page 2) must accompany.

SAMPLE COST PROPOSAL 1 (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$66,208.75	/	754.0	=	$87.81	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$87.81	+	4.0%	=	$91.32	Year 2 Avg Hourly Rate
Year 2	$91.32	+	4.0%	=	$94.98	Year 3 Avg Hourly Rate
Year 3	$94.98	+	4.0%	=	$98.77	Year 4 Avg Hourly Rate
Year 4	$98.77	+	4.0%	=	$102.73	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100%	*	754.0	=	754.0	Estimated Hours Year 1
Year 2	0%	*	754.0	=	0.0	Estimated Hours Year 2
Year 3	0%	*	754.0	=	0.0	Estimated Hours Year 3
Year 4	0%	*	754.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	754.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	754.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 87.81	*	754.0	=	$66,208.75	Estimated Hours Year 1
Year 2	$ 91.32	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$ 94.98	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$ 98.77	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$ 102.73	*	0.0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$66,208.75	
			Direct Labor Subtotal before escalation	=	$66,208.75	
			Estimated total of Direct Labor Salary Increase	**=**	**$0.00**	**Transfer to Page 1**

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1 (Page 3 of 3)

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Alain Charles

Title*: Corporate Controller

Signature: Alain Charles Digitally signed by Alain Charles Date: 2023.11.01 11:19:39 -07'00'

Date of Certification (mm/dd/yyyy): 11/1/2023

Email: acharles@ghirardelliassoc.com

Phone Number: 408.435.5503 x2

Address: 2055 Gateway Place, Suite 470, San Jose, CA 95110

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

SAMPLE COST PROPOSAL 1 (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Mozamo Engineering, Inc.
Project No. City of Rocklin Pavement Rehabilitation – Various Streets Project Federal Project No. STPL-5095 (026) Contract No. Date 9/19/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Assistant Resident Engineer/Office Engineer	Erin Mock	90.0	$ 70.00	$ 6,300.00
Assistant Resident Engineer/Office Engineer	Allison Nutting	0.0	$ 55.00	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total:	90.0		$ 6,300.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 6,300.00
b) Anticipated Salary Increases (see page 2 for calculations) $ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 6,300.00

INDIRECT COSTS

d) Fringe Benefits Rate: e) Total fringe benefits [(c) x (d)] $ -
Overhead **(Claiming SHR Rate)** Rate: 120.00% g) Overhead [(c) x (f)] $ 7,560.00
h) General and Administrative Rate: i) Gen & Admin [(c) x (h)] $ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $ 7,560.00

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee 12.00% $ 1,663.20

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				$ -
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS $ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:
Subconsultant 2: $ -
Subconsultant 3: $ -
Subconsultant 4: $ -
m) SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ -

TOTAL COST [(c) + (j) + (k) +(n)] **$ 15,523.20**

NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
3. Anticipated salary increases calculations (page 2) must accompany.

SAMPLE COST PROPOSAL 1 (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$6,300.00	/	90.0	=	$70.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$70.00	+	4.0%	=	$72.80	Year 2 Avg Hourly Rate
Year 2	$72.80	+	4.0%	=	$75.71	Year 3 Avg Hourly Rate
Year 3	$75.71	+	4.0%	=	$78.74	Year 4 Avg Hourly Rate
Year 4	$78.74	+	4.0%	=	$81.89	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100%	*	90.0	=	90.0	Estimated Hours Year 1
Year 2	0%	*	90.0	=	0.0	Estimated Hours Year 2
Year 3	0%	*	90.0	=	0.0	Estimated Hours Year 3
Year 4	0%	*	90.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	90.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	90.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 70.00	*	90.0	=	$6,300.00	Estimated Hours Year 1
Year 2	$ 72.80	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$ 75.71	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$ 78.74	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$ 81.89	*	0.0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$6,300.00	
			Direct Labor Subtotal before escalation	=	$6,300.00	
			Estimated total of Direct Labor Salary Increase	**=**	**$0.00**	**Transfer to Page 1**

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1 (Page 3 of 3)

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Erin Mock

Title*: President/CEO

Signature: 

Date of Certification (mm/dd/yyyy): 9/19/2023

Email: emock@mozamoengineering.com

Phone Number: (916) 431-0866

Address: 6635 Frates Way, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Construction management and office engineering

SAMPLE COST PROPOSAL 1 (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Construction Testing Services

Project No.: _____ Contract No.: _____ Date: 9/20/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Civil Inspector*,**	Civil Inspector	180.0	$ 54.02	$ 9,723.60
Project Manager*	Project Manager	12.0	$ 57.62	$ 691.44
Professional Engineer*	Professional Engineer	30.0	$ 74.22	$ 2,226.60
			$ -	$ -
			$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total:	222.0		$ 12,641.64

LABOR COSTS

a) Subtotal Direct Labor Costs $ 12,641.64

b) Anticipated Salary Increases (see page 2 for calculations) $ 1,111.26

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 13,752.90

INDIRECT COSTS

d) Fringe Benefits Rate: 68.00% e) Total fringe benefits [(c) x (d)] $ 9,351.97

Overhead **(Claiming SHR Rate)** Rate: 15.00% g) Overhead [(c) x (f)] $ 2,062.94

h) General and Administrative Rate: 57.48% i) Gen & Admin [(c) x (h)] $ 7,905.17

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $ 19,320.07

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00% $ 3,307.30

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Soil CT 216	5	Test	$ 375.00	$ 1,875.00
Asphalt CT 309	15	Test	$ 375.00	$ 5,625.00
Sample Pickups	20	each	$ 35.00	$ 700.00
certified payrolls	2	per	$ 200.00	$ 400.00
			l) TOTAL OTHER DIRECT COSTS	$ 8,600.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____ $ -

Subconsultant 3: _____ $ -

Subconsultant 4: _____ $ -

m) SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 8,600.00

TOTAL COST [(c) + (j) + (k) +(n)] **$ 44,980.27**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
3. Anticipated salary increases calculations (page 2) must accompany.

SAMPLE COST PROPOSAL 1 (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$12,641.64	/	222.0	=	$56.94	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$61.95	+	3.0%	=	$63.81	Year 2 Avg Hourly Rate
Year 2	$63.81	+	3.0%	=	$65.72	Year 3 Avg Hourly Rate
Year 3	$65.72	+	3.0%	=	$67.69	Year 4 Avg Hourly Rate
Year 4	$67.69	+	3.0%	=	$69.73	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100%	*	222.0	=	222.0	Estimated Hours Year 1
Year 2	0%	*	222.0	=	0.0	Estimated Hours Year 2
Year 3	0%	*	222.0	=	0.0	Estimated Hours Year 3
Year 4	0%	*	222.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	222.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	222.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 61.95	*	222.0	=	$13,752.90	Estimated Hours Year 1
Year 2	$ 63.81	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$ 65.72	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$ 67.69	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$ 69.73	*	0.0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$13,752.90	
			Direct Labor Subtotal before escalation	=	$12,641.64	
			Estimated total of Direct Labor Salary Increase	**=**	**$1,111.26**	**Transfer to Page 1**

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1 (Page 3 of 3)

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Ryan Ring

Title*: Regional Sales Manager

Signature: Ryan Ring

Date of Certification (mm/dd/yyyy): 9/20/2023

Email: rring@cts-1.com

Phone Number: 925-351-6905

Address: 4400 Yankee Hill Rd, Rocklin, CA 95677

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

CTS serves as a geotechnical, special inspection and material testing company. We would be providing the civil special inspections.

ATTACHMENT #2 - SCOPE OF WORK

Scope of Services

The following scope of services will be provided by the Ghirardelli team for the City of Rocklin's Pavement Rehabilitation Project. The project is assumed to be completed within 45 working days with a week for each for preconstruction and post construction services. The scope of services is as follows:

1.0 Preconstruction Phase

File Review

As part of the plan review process, the Resident Engineer will review the designer's file on memoranda (RE Pending File) to the Resident Engineer, quantity calculations, permits, right-of-way documents / obligations, utility agreements, Geotechnical Reports, Mitigation, Monitoring, and Reporting Program, and other relevant documents that have been generated during the design process.

Photo Documentation

Prior to breaking ground, our staff will photograph and video the entire project including surrounding properties to develop an "as-is" condition record. The Project Team will also take daily digital photos to document construction progress.

Project Files and Document Control

Ghirardelli will set-up and maintain electronic project files in accordance with the LAPM. These files will be on SharePoint and the City will be provided full access that is available at all times. Project Management Software CMIS will be utilized as well.

Pre-Construction Conference

The Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, City staff, designer, construction management team members and other interested parties to discuss the project and the work involved. This conference will also provide a forum for answering questions from the Contractor and other interested parties as well as addressing issues and coordination that need to be performed before work commences. Our staff will prepare an agenda and meeting minutes.

2.0 Construction Phase

Coordination

We fully recognize that our field team will report to the City's Project Manager. Our Resident Engineer will be the main point of contact with the City staff and will be responsible for keeping the City staff fully informed of project progress, issues encountered and resolution of those issues to verify completion of the work per the City's requirements. Our Resident Engineer will verify that our construction management team fully covers the work and that the necessary coordination with the City, Utility Companies, Caltrans, environmental agencies, other stakeholders, and the Contractor is maintained throughout the construction period.

Public Relations

Ghirardelli will act as a City liaison with business and property owners to address their needs and concerns. Ghirardelli will track all public inquiries and follow up until resolution. Ghirardelli will provide a certified drone pilot to conduct at least two drone footage shots of the project at difference phases of construction.

Cost Control

The Resident Engineer will maintain a contingency balance status, which will include change order commitments, actual and anticipated overrun and under run in contract items quantities, and permanent administrative deductions stipulated in the contract documents. A copy of this status sheet will be included with the monthly Ghirardelli progress narrative and invoice. The City Project Manager will be notified immediately should a status of funds issue arise.

Project Schedule and Project Time

The Resident Engineer will review the contractor's baseline schedule and monthly updates for logic, constraints, duration, sequencing, and milestone and provide written responses to the Contractor. We will request and review all Time Impact Analysis for requests of contract time extensions. We will "look ahead" to prepare for specific project tasks to protect the City against defects and deficiencies resulting from inferior workmanship and materials. Close adherence to the plans, details and all applicable specifications is required to properly construct and administer the project.
At the conclusion of each work week, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and City staff with the controlling operation noted.

Safety Review

Ghirardelli will review the Contractor's safety plan and will conduct and document project safety meetings in accordance with project requirements. They will report all accidents, including property damage, and notify proper authorities. They will document all incidents with digital photographs and written reports and enforce Federal and State (Cal OSHA) regulations for occupational safety and health standards for construction activities.

Meetings

The Resident Engineer will hold weekly meetings with the Contractor, City staff and other interested parties. The Resident Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees, City staff, and designer.

As determined by the Resident Engineer or stipulated in the Contract Documents, pre-activity meetings may be conducted to discuss submittals, detailed planning and coordination, scheduling, traffic controls, SWPPP, public notifications, staffing and resources such as materials and equipment required for an important or tasks/ complex operations.

Inspection

Close adherence to the plans, details and all applicable specifications is required to properly construct and administer the project. Activities include, but are not limited to, maintaining continuous agency coordination, scheduling materials testing, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include City, Caltrans and Federal.
Our field staff will prepare electronic daily reports which will document weather, shift duration, personnel on the project, equipment used, tracking of force account activities (including accurate recording of labor, equipment and materials used), phone conversations, field instructions and discussions and any other daily occurrences pertinent to the scope, schedule, budget, quality and safety related issues. The Resident Engineer will then review these issues and verify progress toward resolution or corrective action(s).

Materials Testing

Ghirardelli's subconsultant, CTS, will provide a certified laboratory and material testers to complete all

necessary quality assurance materials testing and inspection for the project, including provisional material sampling / testing services that comply with the City's QAP, Caltrans and FHWA standards, and the Contract Provisions. CTS will provide geotechnical recommendations, as necessary.

Daily Administration

Ghirardelli will manage the day-to- day administration of the project. Daily tasks could include:

- Provide written field direction in memorandum form to the Contractor, when necessary.
- Prepare letters to the Contractor giving formal direction and instruction.
- Prepare letters and memorandum to the City, providing informational updates, requesting opinions and assistance, as needed.
- Verify photographic records of the construction operations and site conditions are secured.
- Review inspectors' daily reports.
- Verify project safety reviews are performed and compliance with laws, orders and regulations.
- Independent analysis and approval of shoring and formwork
- Review structure concrete mix designs.
- Review of Contractor shop drawings

RFIs/Submittals

All project RFIs and submittals will be logged. Submittals will be routed to the appropriate personnel as required and the City, with a statement identifying when the submittal should be returned to the Resident Engineer's office. Tracking of submittals will be part of the progress meetings and will be tracked by our staff. If the reviewers are unable to carry out their analysis within the specified time frames, the Resident Engineer will call for a special meeting with all parties involved and determine a solution.

The Resident Engineer will carefully monitor all Requests for Information (RFI), then review, distribute and track progress. Although this is a routine function of any construction project, the key to success is prompt review and timely response so that the owner's interest in cost and schedule are kept in consideration. By our close monitoring of and coordinating the follow-up of all RFIs, we will help to prevent potential delays and/or changes to the project schedule or scope. Document logs will be maintained for correspondence, submittals / shop drawings, RFIs, RFCs, change orders and disputes and potential claims.

Contract Change Orders

The Resident Engineer will prepare Change Orders, as necessary. Change Orders will be prepared in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the City Project Manger's instructions. Change Order approval or Authority to Proceed will be secured from the City before any work of the change is performed. Change Order packages will include a justification memo, independent cost estimate, the CCO, record of negotiations, and CCO Contingency Log.

WPCP

Our staff will verify that the Contractor complies with the provisions of the approved WPCP to include installation of BMPs and site inspections and immediately bring up and areas of nonconformance.

Labor Compliance and DBE

Ghirardelli will review contractor payrolls in accordance with Department of Industrial Relations

Prevailing Wage determinations and interview the contractor's employees utilizing LAPM Exhibit 16-N. We will maintain and payroll tracking log to track payroll submission and compliance.
Ghirardelli will track DBE utilization and DBE trucking verification to ensure the contractor meets the DBE goal.

Pay Estimate

A progress payment estimate will be prepared monthly and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. The estimate will be prepared using the City formatted spreadsheet. We will submit with each progress estimate, source documents justifying the quantities to be paid.

The Resident Engineer and inspection staff will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measures and counts to document the exact quantity(s) of item work performed each progress pay period, usually each month with a cutoff date agreed to by the City and Contractor. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records.
Before the progress pay estimate is submitted to the City, the Resident Engineer will review and reach agreement on the item quantities to be paid, as well as any payments for material on-hand and not incorporated in the work and any administrative deductions.

Claims

Disputes and potential claims are normally prevented through a partnering and a transparent relationship with the Contractor – good communication, no surprises and fairness. Constant communication between the Resident Engineer and the Contractor's representatives can help to prevent the further risk of claims and greatly minimize the owner's risk. Such issues are best handled quickly and at the lowest level, normally in the field, when the provisions of the Contract allow for such resolution. Should disputes or potential claims arise during the life of the Contract, our Resident Engineer will verify that the circumstances pertaining to the issue(s) is documented in writing. The RE will discuss the issue(s) with the City Project Manager; perform the necessary investigation to determine merit and entitlement then present recommendations to the City. Our staff will verify the administrative processes for dispute resolution and potential claims are adhered to and the appropriate documentation prepared, collected and filed in preparation for further claims processes or litigation.

3.0 Post Construction Phase

As-Built Plans

During the construction phase, the Resident Engineer and inspection staff will annotate changes and as built conditions on a set of Contract Plans specifically set aside for this purpose. Upon project completion, this field set of as built plans will be submitted to the City for their files or as a template for the Designer to complete a formal set of as-built drawings using their electronic processes.

Closeout

Our project team will work closely with the design engineer, City staff and other stake holders to verify that the project closeout proceedings are performed quickly, accurately, and consistently, in accordance with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, warranties, guarantees, bond reduction, punch list preparation, etc. In addition, the Resident Engineer will prepare and submit documents in accordance with Chapter 17 of the Caltrans Local Assistance

Procedures Manual.

ATTACHMENT #3 - DBE COMMITMENT

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Rocklin
2. Contract DBE Goal: 6.0%
3. Project Description: Park Drive Pavement Rehabilitation Project Federal Project No. STPL 5095 (026)
4. Project Location: Rocklin, CA
5. Consultant's Name: Ghirardelli Associates, Inc
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: $224,788.63
8. Total Dollar Amount for **ALL** Subconsultants: $ 60,503.47
9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Assistant Resident Engineer	49375	Erin Mock, President/CEO | Mozamo Engineering, Inc. 6635 Frates Way,	$ 15,523.2(

Local Agency to Complete this Section

20. Local Agency Contract Number: N/A
21. Federal-Aid Project Number: STPL 5095 (026)
22. Contract Execution Date: 12/12/2023

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

Hunter Young — 23. Local Agency Representative's Signature
12/12/23 — 24. Date
Hunter Young — 25. Local Agency Representative's Name
916-625-5581 — 26. Phone
City Engineer — 27. Local Agency Representative's Title

14. TOTAL CLAIMED DBE PARTICIPATION
$ 15,523.2
6.90 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

GP — 15. Preparer's Signature
11/3/23 — 16. Date
Gina Prchlik — 17. Preparer's Name
5106814275 — 18. Phone
Project Manager — 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

23253.0001 City of Rocklin Pavement Rehab

Final Audit Report 2023-11-06

Created:	2023-11-06
By:	Craig Rienbolt (crienbolt@ghirardelliassoc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKhyXZkcEvE5oEppRopZHMSqw5YyPA7SW

"23253.0001 City of Rocklin Pavement Rehab" History

Document created by Craig Rienbolt (crienbolt@ghirardelliassoc.com)
2023-11-06 - 5:56:48 PM GMT- IP address: 76.14.176.21

Document emailed to randy@ghirardelliassoc.com for signature
2023-11-06 - 5:57:18 PM GMT

Email viewed by randy@ghirardelliassoc.com
2023-11-06 - 7:05:30 PM GMT- IP address: 104.47.58.254

Signer randy@ghirardelliassoc.com entered name at signing as Randall Bruner, P.E.
2023-11-06 - 9:47:04 PM GMT- IP address: 99.44.171.46

Document e-signed by Randall Bruner, P.E. (randy@ghirardelliassoc.com)
Signature Date: 2023-11-06 - 9:47:06 PM GMT - Time Source: server- IP address: 99.44.171.46

Agreement completed.
2023-11-06 - 9:47:06 PM GMT

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A CONSTRUCTION CONTRACT FOR THE PARK DRIVE PAVEMENT REHABILITATION PROJECT TO CENTRAL VALLEY ENGINEERING & ASPHALT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Park Drive Pavement Rehabilitation Project consists of installing a new asphalt surface on Park Drive between Stanford Ranch Road and Bay Street; and

WHEREAS, on October 12, 2023 and October 19, 2023, the City issued an invitation soliciting contractor bids for the project; and

WHEREAS, on November 8, 2023, all bids were opened and read aloud, and Central Valley Engineering & Asphalt, Inc. with the bid amount of $1,643,677.00 was determined to be the lowest responsive and responsible bidder for the project; and

WHEREAS, Regional Transportation Surface Program (Fund 240) grant funds in the amount of $1,750,463 and Gas Tax funds (Fund 210) in the amount of $464,000 are budgeted and available in the Capital Improvement Program in Fiscal Year 2023/24 to support construction and construction management.

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

Section 1. Awards the construction contract for the Park Drive Pavement Rehabilitation Project to Central Valley Engineering & Asphalt, Inc. in the amount of $1,643,677.00 and authorizes an additional 15 percent construction contingency in the amount of $246,323.00 for a total authorized construction budget of $1,890,000.00.

Section 2. Authorizes the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 12th day of December, 2023 by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of _____, 20_____, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **Central Valley Engineering & Asphalt, Inc.,** a California Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Park Drive Pavement Rehabilitation Project (formerly the Pavement Rehabilitation – Various Streets Project) and also identified as Federal Project No. STPL 5095 (026).

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **one million six hundred forty-three thousand six hundred seventy-seven dollars and**

zero cents ($1,643,677.00) 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.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IIIIII. 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 Two Thousand One Hundred **($2,100)** 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.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General 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.

C. The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting here with. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The Minimum Federal Wage Rates Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract (Exhibit A). This wage rate determination applies to federal-aid contracts and all work performed exceeding $2000 by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

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.

XXI. FHWA 1273

The provisions of Form FHWA 1273 is hereby physically attached, unmodified as a part of this contract (Exhibit B). This provision applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

XXII. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Contractor shall utilize the specific DBEs listed in Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 15-G, incorporated herein as Exhibit C to this contract, to perform the work and supply the materials for which each is listed in Exhibit 15-G unless the Contractor obtains the City's written consent. The Contractor shall comply with LAPM Exhibit 12-G in the Contract Documents, and incorporated herein by reference.

/////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:

Daniel Cucchi, Interim City Attorney

ATTEST:

Haley Reid, Acting 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

"General Decision Number: CA20230007 10/06/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	09/01/2023
21	09/08/2023
22	09/29/2023
23	10/06/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 30.45	10.60
AREA 2	$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 49.32	22.65
AREA 2	$ 53.69	26.03

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1	$ 31.12	16.11
Area 2	$ 30.90	17.87
Area 3	$ 33.86	17.74
Area 4	$ 31.89	17.18
Tile Layer		
Area 1	$ 51.02	19.35
Area 2	$ 50.66	20.77
Area 3	$ 55.41	20.87
Area 4	$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

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* CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 54.66	33.52
Journeyman Carpenter	$ 54.51	33.52
Millwright	$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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* CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 53.31	33.52
Journeyman Carpenter	$ 53.16	33.52
Millwright	$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama

and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 63.07	3%+26.88
ELECTRICIAN	$ 56.06	3%+26.88

ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes

Communications System
Sound & Communications
Installer.....$ 29.35 3%+15.35
Sound & Communications
Technician.....$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 45.06	34.09
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 42.50	20.95

ZONE RATE:

70-90 miles - $8.00 per hour
91+ miles - $10.00 per hour

ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 56.92	30.16

ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.65

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable

pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.97	19.26

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 60.54	4.5%+22.15
(3) Tree Trimmer	$ 37.84	4.5%+14.30
(4) Line Equipment Man	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen	$ 40.37	4.5%+14.30
(6) Groundman	$ 33.37	4.5%+14.30

ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 48.57	37.55
AREA 2:		
(1) Leverman	$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes

OPERATOR: Power Equipment
(AREA 1:)
GROUP 1.....$ 60.72 31.03
GROUP 2.....$ 59.19 31.03
GROUP 3.....$ 57.71 31.03
GROUP 4.....$ 56.33 31.03
GROUP 5.....$ 55.06 31.03
GROUP 6.....$ 53.74 31.03
GROUP 7.....$ 52.60 31.03
GROUP 8.....$ 51.46 31.03
GROUP 8-A.....$ 49.25 31.03
OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)
GROUP 1
Cranes.....$ 52.30 31.15
Oiler.....$ 43.79 31.15
Truck crane oiler.....$ 46.08 31.15
GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15
OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15

Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 49.99	31.15
GROUP 1A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip

Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.00	33.70

IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER	$ 46.20	34.30

LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		

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     Marin and Napa Counties.....$ 36.50            28.34
     Remaining Counties..........$ 35.50            28.34
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 LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA,  SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""B""  -  ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA,
PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES


                                  Rates          Fringes

LABORER (TRAFFIC CONTROL/LANE
CLOSURE)
     Escort Driver, Flag Person
      Area A.....................$ 36.01            26.10
      Area B.....................$ 35.01            26.10
     Traffic Control Person I
      Area A.....................$ 36.31            26.10
      Area B.....................$ 35.31            26.10
     Traffic Control Person II
      Area A.....................$ 33.81            26.10
      Area B.....................$ 32.81            26.10

  TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
  cushions, construction area and roadside signage.

  TRAFFIC CONTROL PERSON II: Installation and removal of
  temporary/permanent signs, markers, delineators and crash
  cushions.

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 LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES


                                  Rates          Fringes

LABORER
     Mason Tender-Brick.........$ 35.29            25.21
----------------------------------------------------------------
 LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES


                                  Rates          Fringes

Tunnel and Shaft Laborers:
     GROUP 1....................$ 45.89            27.72
     GROUP 2....................$ 45.66            27.72
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GROUP 3.....$ 45.41 27.72
GROUP 4.....$ 44.96 27.72
GROUP 5.....$ 44.42 27.72
Shotcrete Specialist.....$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31

GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2022

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.54	25.21

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) (1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:) GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:) GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2022

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.84	25.91

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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A: at demolition site for the salvage of the material.
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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2022

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes

DRYWALL FINISHER/TAPER.....$ 56.28 29.94

PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....$	38.23	22.05

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....$	55.25	32.63

PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....$	55.77	32.45

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* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....$	33.15	14.29

Spray Painter & Paperhanger.$ 34.81 14.29

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below	$ 40.42	14.99

PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE	$ 82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 44.75	37.89

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 58.00	40.48

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand

($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 52.14	18.71

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 51.90	35.64

PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 61.12	28.75
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 46.73	21.36

SFCA0483-003 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 75.09	37.95

SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 46.46	27.39

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall

apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Rocklin
2. Contract DBE Goal: 11%
3. Project Description: Park Drive Pavement Rehabilitation (formerly the Pavement Rehabilitation - Various Streets)
4. Project Location: Park Drive - Stanford Ranch Rd to Bay St Rocklin, CA
5. Bidder's Name: Central Valley Engineering & Asphalt
6. Prime Certified DBE: ☐
7. Bid Amount: $ 1,643,677.00
8. Total Dollar Amount for **ALL** Subcontractors: $ 580,035.00
9. Total Number of **ALL** Subcontractors: 10

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
16	AC Grinding	237310	5270	ABSL Construction 510-727-0900	$ 34,200.00
5,7,16-18	Trucking	484110 488510	37869	West Coast Water & Trucking 916-358-8697	$ 152,240.00
2	Traffic Control	488490 532412	40463	Almendariz Consulting 916-939-3392	$ 51,400.00
4	WPCP	541330 541620	38300	Tully Consulting Group	$ 3,025.00

Local Agency to Complete this Section upon Execution of Award	
22. Local Agency Contract Number:	N/A
23. Federal-Aid Project Number:	STPL 5095 (026)
24. Bid Opening Date:	11/08/2023
25. Contract Award Date:	12/12/2023
26. Award Amount:	

16. TOTAL CLAIMED DBE PARTICIPATION $240,865 — 14.65 %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

Hunter Young	12/12/23	Bayley Follett	11/10/2023
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
Hunter Young	916-625-5581	Bayley Follett	916-952-3111
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
City Engineer		Project Engineer	
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

VIA EMAIL – Hunter.Young@rocklin.ca.us

November 17, 2023

Hunter Young
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

RE: BID ADVISORY

Bidder:	**Central Valley Engineering & Asphalt Inc.**
Awarding Agency:	**City of Rocklin**
Project:	**Park Drive Rehabilitation Project**
FFC Case No.:	**1617SAC**

Dear Mr. Young:

The Foundation for Fair Contracting (FFC) is a nonprofit organization which has been serving the public interest since 1985. The objective of the FFC is to monitor compliance with prevailing wage laws pertaining to the construction industry, including informing and educating industry stakeholders. Unbalanced bids raise questions in regard to performance and compliance with the rules and regulations for the payment of prevailing wages, and the safety and well-being of the workforce. It further opens the question of excessive future change orders, the fairness to and rights of other bidders in the bidding process, and the intent of the bidding process in general.

In deference to all bidders and in order for the public interest to best be served, please enter this formal bid advisory against the above-noted contractors as a matter of public record. We respectfully request that Central Valley Engineering & Asphalt Inc. (Central Valley) bid be rejected for the following reasons:

- **ONGOING VIOLATIONS OF PREVAILING WAGE LAWS RESULTING IN WAGE THEFT**
  Central Valley has numerous infractions/violations which have resulted in willful circumvention of the Laws and Regulations Governing the Payment of Prevailing Wages, including, but not limited to, violations resulting in wage theft and non-compliance with apprenticeship laws. They have engaged in this pattern of unlawful activity on various public works prevailing wage projects. Civil Wage and Penalty Assessments have been issued to them by the State of California, Division of Labor Standards Enforcement (DLSE), Labor Commissioner's office. We have provided supporting documentation for your review.

  Furthermore, Central Valley is currently under investigation by our offices in connection with issues provided below.

  - Misclassifications resulting in underpayments.
  - Failure to comply with overtime requirements.
  - Failure to comply with apprenticeship requirements.

- Failing to report all workers on certified payrolls.

- **FAILURE TO COMPLY WITH WORKFORCE DEVELOPMENT AND FORMAL APPRENTICESHIP PROGRAMS**
  Central Valley has not made a good faith effort to participate and invest in Local Workforce Development, nor have they participated in local hiring of workers in the community through formal and recognized pre-apprenticeship programs and formal apprenticeship programs for specific apprenticeable crafts. They have failed to request, employ, train, and pay the proper prevailing wages to apprentices.

- **OSHA VIOLATIONS RESULTING IN FINES ISSUED AND UPHELD**
  Central Valley has safety infractions that have resulted in investigations and fines issued by OSHA. We have attached supporting documentation for your review.

- **LITIGATION AND PRIVATE ATTORNEY GENERAL ACT (PAGA) LAWSUITS**
  Central Valley has history of PAGA related lawsuits filed with the State of California, brought forth from workers who have been victims of wage theft. Further, Central Valley has a history of private litigation resulting from unsafe work ethics. Private litigation and PAGA supporting documentation is attached for your review.

Please contact our office with questions, comments, or clarifications.

Sincerely,

Jesse Jimenez
Executive Director

Case: 1617SAC

cc: City of Rocklin – Mayor and Councilmembers
Ken Broadway – Email: ken.broadway@rocklin.ca.us
Greg Janda – Email: greg.janda@rocklin.ca.us
David Bass – Email: david.bass@rocklin.ca.us
Jill Gayaldo – Email: jill.gayaldo@rocklin.ca.us
Bill Halldin – Email: bill.halldin@rocklin.ca.us

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of Flock Group Inc. Automated License Plate Reader Cameras

Date: December 12, 2023

Submitted By: Neil Costa, Lieutenant
Rustin Banks, Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute an Agreement with Flock Group Inc.

Background:
On September 13, 2022, the City Council adopted Resolution No. 2022-181 approving a two-year agreement with Flock Group, Inc. to install and operate 32 automated license plate readers (ALPR) cameras throughout the City of Rocklin. At this time the Rocklin Police Department desires to add an additional six ALPR cameras to cover all of the ingress and egress locations in the City of Rocklin, and to extend the contract to a new five-year master service agreement that covers all 38 ALPR cameras.

ALPR systems include cameras that can be placed in fixed locations throughout the City. The cameras scan the license plates of passing vehicles and automatically check the information against regional and national databases to determine if vehicles are stolen, have been used in a felony crime, identify as stolen plates, missing persons, people at risk, or for any other reasons that a license plate has been reported by law enforcement. The cameras also retain images of license plates, including the time, date, and location of where the vehicle passed through the cameras active range. If a crime, missing person, hit and run collision, or other significant incident is reported later, Police Department staff can research the database for clues about possible related vehicles. The system also alerts law enforcement, in real time, if and when, these vehicles pass through an area. With the use of multiple cameras, law enforcement is able to track the movement of these vehicles throughout the city assisting patrol units in locating them.

ALPR technology has been deployed in Rocklin since 2019 and throughout the nation for even longer. Local municipalities such as Roseville, Lincoln, Auburn, and the Counties of Placer

and Sacramento are also actively utilizing this technology successfully. ALPR systems are used to enhance the enforcement and investigative capabilities, expand law enforcement's ability to analyze relevant data, and expediate the criminal investigative process of comparing vehicle license plates with lists of stolen, wanted, and other vehicles of interest. In the past ten months, Rocklin's existing ALPR cameras have led to the recovery of multiple stolen vehicles, helped in locating an at-risk missing person, were imperative in apprehending suspects responsible for two Rocklin bank robberies, assist with Organized Retail Crime efforts on a daily basis and much more. With this added technology, area law enforcement agencies are able to communicate with each other to coordinate a response to search for and locate these vehicles.

The Rocklin Police Department adopted policy 424 (Lexipol, LLC.) "Automated License Plate Readers" in July 2010, and revised it in October 2011 and April 2019. Policy 424 outlines the administration, collection and use of ALPR data which requires that restricted access to the system be for legitimate law enforcement purpose only. A copy of the policy is included as Attachment 3.

Prior to implementing an ALPR program, California Civil Code section 1798.90.55 requires the City to provide an opportunity for public comment at regularly scheduled City Council meeting. When the Rocklin Police Department originally implemented its program in 2019, an opportunity was given for public comment at a City Council meeting. There were no concerns raised by comments during this meeting. The Rocklin Police Department will continue to implement community outreach on the use of ALPR cameras by spreading awareness via several social media outlets and by holding neighborhood meetings, if necessary.

Fiscal Impact:

The total cost of year one of the agreement is $109,900, with the cost reducing to $98,500 for years two through five. Fifty percent of the first year's contract costs of $49,250, plus $11,400 in installation costs, for a total of $60,650, is included in the Fiscal Year 2023/24 Operating Budget. The additional first-year expense of $15,000 and remaining fifty percent balance of the first year's contract costs will be provided through anticipated operational savings within the Department's operating budget, or through the use of Asset Forfeiture funding.

ATTACHMENTS:

1. Resolution
2. Agreement with Flock Group, Inc.
3. Rocklin Police Department Policy 424

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH

THE FLOCK GROUP INC.

WHEREAS, since 2019 the City of Rocklin has incorporated Automated License Plate Reader cameras within the city; and

WHEREAS, the Rocklin Police Department intends to expand this system to cover all ingress and egress roads to the city; and

WHEREAS, the City wishes to enter into a new five-year Master Services Agreement with the Flock Group, Inc. to lease a total of 38 cameras, including six new cameras, that will be installed and serviced by Flock Group, Inc.; and

WHEREAS, funding for the first year of service of the new contract, $60,650, is available in the FY 2023/24 operating budget with the balance of first year costs of $49,250 paid from FY 2023/24 budget savings and Asset Forfeiture with recurring cost of $98,500 added to FY 2024/25 and $98,500 included in future operating budgets during the life of the contract and subsequent amendments; and

WHEREAS, pursuant to the Rocklin Municipal Code 3.04.090 (E), the City Council finds that it is in the public interest to approve this contract for longer than three years because the purchase is for specialized technological equipment and services and the addition of six cameras to the existing system is the most efficient method of addressing the City's needs for such equipment and services; and

WHEREAS, the City Council authorizes the City Manager to enter into the five-year lease agreement with Flock Group, Inc.

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

Section 1. The City Council of the City of Rocklin has reviewed and approves the terms of the Flock Group, Inc. Agreement to lease 38 Automated License Plate Reader Cameras; and

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to execute an Agreement for Automated License Plate Reader Cameras in the amount not to exceed $109,900 for the first year of service and $98,500 annually for the duration of the contract and any amendments thereto.

PASSED AND ADOPTED this 12th day of December, 2023, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

, Mayor

ATTEST:

_____

Haley Reid, Acting City Clerk

Flock Safety + CA - Rocklin PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
310-844-3659

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

EXHIBIT A

ORDER FORM

Customer:	CA - Rocklin PD	Initial Term:	60 Months
Legal Entity Name:	CA - Rocklin PD	Renewal Term:	24 Months
Accounts Payable Email:	pdaccountspayable@rocklin.ca.us	Payment Terms:	Net 30
Address:	4080 Rocklin Rd Rocklin, California 95677	Billing Frequency:	50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$98,500.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	38	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	$3,500.00	1	$3,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Advanced Implementation Fee	$1,900.00	6	$11,400.00

Subtotal Year 1:	$109,900.00
Annual Recurring Subtotal:	$98,500.00
Discounts:	$95,000.00
Estimated Tax:	$0.00
Contract Total:	$503,900.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$60,650.00
At First Device Installed	$24,625.00
At Last Device Installed	$24,625.00
Annual Recurring after Year 1	$98,500.00
Contract Total	$503,900.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$95,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - Rocklin PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 14 day of November 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer’s purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer’s purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Automated License Plate Readers (ALPRs)

424.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

424.2 POLICY

The policy of the Rocklin Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

424.3 ADMINISTRATION OF ALPR DATA

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Rocklin Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Investigations Unit supervisor. The Investigations supervisor will assign members under his/her supervision to administer the day-to-day operation of the ALPR equipment and data.

It is the responsibility of the Support Services Division Commander or the Chief's designee to ensure that an audit is conducted of the ALPR detection browsing inquires at least once during each calendar year. The Department will audit a sampling of the ALPR system utilization from the prior 12-month period to verify the proper use in accordance with the below-authorized uses.

The audit shall randomly select at least 10 detection browsing inquires conducted by department employees during the preceding six-month period and determine if each inquiry meets the requirements to establish in policy section 424.6.

The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors found can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained by the Support Services Division Commander.

424.3.1 ALPR ADMINISTRATOR

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

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(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

(b) Training requirements for authorized users.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation.

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

(g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

424.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

424.4.1 ALPR HITS

ALPR hits shall be broadcasted in a timely fashion so that dispatch can confirm the status of the wanted vehicle and ensure officer and public safety.

(a) Personnel broadcasting ALPR hits from a desktop should confirm the vehicle status prior to broadcast on the appropriate radio channel.

ALPR hits shall be dispatched as provided below:

(a) ALPR hits shall be entered as a call for service using the appropriate call type to classify the incident.

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(b) Dispatchers receiving ALPR hit information shall enter a call for service and;

1. Confirm the license plate status by running a CLETS/NCIC query and attaching the results to the incident.
2. Obtain the vehicle description and direction of travel.
3. Make the appropriate broadcast based on the circumstances surrounding the hit. At a minimum, dispatchers will broadcast on the main channel to the Patrol Division.

424.4.2 INOPERABLE OR DAMAGED ALPR EQUIPMENT

Upon discovery of any ALPR equipment that is inoperable or damaged, officers shall:

(a) Not attempt to repair defective or inoperable ALPR equipment and immediately notify an ALPR Administrator and their Supervisor.

(b) Document damage or vandalism to any fixed ALPR camera, ALPR equipment, or a mobile trailer in a crime report and notify the ALPR Administrator. Damaged or vandalized mobile trailers shall be returned to the police facility.

424.4.3 DETECTION BROWSING

When an officer uses the ALPR system to aid in an investigation, the following information must be entered upon each search:

(a) Related case/incident number, if applicable.

(b) If no case/incident number is available, the officer must provide a reason for the search with enough information that a reasonable person would understand the reason for the search, such as, "outside assist" with that agency's case/incident number, "flagged down, 10851 CVC just occurred," or "BOLO aired on scanner for wanted vehicle."

424.5 DATA COLLECTION AND RETENTION

The Support Services Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. ALPR data collection will be transferred to the designated storage, in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum 30 days (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

424.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Rocklin Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

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(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c)

For security or data breaches, see the Records Release and Maintenance Policy.

424.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Support Services Division Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

424.8 TRAINING

The Professional Standards Unit should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment No. 3 to the Agreement with R3 Consulting, Inc.

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 3 to the Contract for Services with R3 Consulting, Inc. and Authorizing the City Manager to Execute Amendment No. 3.

Background:
The City currently has a Franchise Agreement with Auburn Placer Disposal Service (ADPS) aka Auburn Recology to provide solid waste collection services which is scheduled to terminate in March of 2024. ADPS has requested a 10 year extension along with various changes such as, new programs to comply with Senate Bill (SB) 1383. In preparation for contract negotiations the City entered into an agreement with R3 Consulting, Inc. to evaluate the City's solid waste collection system and provide recommendations and negotiation support. The original contract was executed on May 20, 2021, in an amount not to exceed $49,500. Two additional amendments have been issued for time only, extending the agreement until November 20, 2025. However, since the initial scope of services, staff has determined that it would be in the best interest of the City to have R3 Consulting, Inc. perform additional services in the form of a scaled down rate review to ensure the base costs continue to be reasonable prior to the addition of any new programs.

The cost to perform the additional work is $15,000, bringing the total contract amount to $64,500. Staff recommends the current agreement amount of $49,500 be increased by $15,000 for a total amount not to exceed $64,500.

Fiscal Impact:
The additional needed for the contract amendment will be provided through SB1383 grant funds.

ATTACHMENTS:
1. Resolution (with Exhibit A - Amendment No. 3)

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AMENDMENT NO. 3 TO THE CONTRACT FOR SERVICES WITH R3 CONSULTING, INC.
AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3

WHEREAS, on May 20, 2021, the City of Rocklin entered into an agreement with R3 Consulting Inc., to provide consulting services for the negotiation of the Franchise Agreement with Auburn Placer Disposal Service (APDS); and

WHEREAS, two (2) Amendments have been issued extending the agreement until November 20, 2025; and

WHEREAS, staff has determined that it is in the best interest of the City of Rocklin to have R3 Consulting, Inc. perform a scaled down rate review of the current base costs; and

WHEREAS, the cost to perform the rate review is Fifteen Thousand Dollars ($15,000) bringing the total contract amount to Sixty-Four Thousand, Five Hundred Dollars ($64,500) which is over the City Manager's signing authority; and

WHEREAS, the additional funding needed for the contract amendment will be covered through SB1383 grant funds.

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 R3 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 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Interim City Clerk

AMENDMENT NO. 3
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND R3 CONSULTING, INC., EFFECTIVE MAY 20, 2021

This Amendment is entered into as of this 12th day of December, 2023, by and between the City of Rocklin, a municipal corporation ("City") and R3 Consulting, Inc., ("Contractor"), who agree as follows:

RECITALS

WHEREAS, R3 Consulting, Inc. and the City of Rocklin entered into an agreement on May 20, 2021 to evaluate the City's solid waste collection system and provide recommendations and negotiation support; and

WHEREAS, conducting a rate review will ensure that base cost remain reasonable and is in the best interest of the City; and

WHEREAS, the cost to perform the rate review is Fifteen Thousand ($15, 000) bringing the total contract amount to Sixty Four Thousand, Five Hundred Dollars ($64,500).

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 $49,500 to $64,500.

2. Exhibit A is amended to include the additional services set forth in Exhibit A, attached hereto, and incorporated herein.

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 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: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

ATTEST:

By: _____
Haley Reid, Acting City Clerk

EXHIBIT A

Scope of Services

The additional Scope of Work includes the following:

1. SCOPE OF WORK

Task 1 Financial / Rate Review

Unlike many agreements, the City's current Agreement has no provision for periodically reviewing the actual company costs. The rates were set at the beginning of the agreement and inflated annually by an agreed upon cost of living adjustment. At this point, it is not clear if the indices parallel the costs and a reasonable profit to provide the services. In our experience, we believe it is important to verify the actual costs of providing service are covered and by how much, by the current rates to determine if the company return is reasonable (not enough or excessive) to justify an extension at the current rates.

Therefore, before entering an extension, particularly one of significant length, R3 recommends at minimum, a scaled down rate review to ensure the base costs are still reasonable before the addition of any new programs and services. This approach is designed to reduce costs by using a less detailed review by relying on current financial statements and supporting documentation but assumes the company makes available all the information necessary to justify the proposed rates going forward. The company should make this information available if they are interested in securing a long-term extension with the City. Annual financial statements are already a contract requirement, although other information requests and questions for clarification will be necessary.

This due diligence step also provides more information should the City seek competitive proposals where this information would likely be requested. This review can be done in parallel with the negotiations and can be done in a manner respecting the Company's need for confidentiality.

Task 1.1 Request for Information

It is anticipated that the following documents will be submitted by the Recology at the start of the review:

- Financial Statements or Other Supporting Documentation
- Financial Statement Reconciliation
- Primary Operational Information
- Variance Analysis
- Projections
- Other Information Relevant to the Review of Recology's information

Task 1.2 Verify Completeness, Mathematical Accuracy and Reasonableness of the Base and Projected Revenues and Expenses

As part of this task, we will review the documentation submitted by Recology to confirm that it is mathematically accurate and logically consistent with the Agreement.

In addition, this task will include determining the following:

- Actual Allowable Total Annual Cost of Operations
- Non-Allowable Costs
- Forecast Total Annual Cost of Operations
- Forecast Profit
- Forecast Pass-Through Costs
- Projected Gross Receipts
- Projected company return (profit)
- Relationship to Current Rates

Following our review of Recology's information, R3 will present our preliminary findings to Recology. This is done to ensure that we have not misunderstood, or misrepresented, information provided by them, and to provide Recology with an opportunity to comment on our preliminary findings. Based on consolidated written comments received from Recology, we will make appropriate revisions to our preliminary findings.

Task 1.3 Draft and Final Reports and Presentations

Following our review of preliminary findings with Recology, R3 will prepare and issue an electronic draft letter report to the City. We will then revise the draft as necessary, based on consolidated written comments received from the City and issue an electronic final report.

EXHIBIT C

Schedule of Fees

Fees for the services described in Exhibit A will be for an amount not to exceed Fifteen Thousand Dollars ($15,000).

Existing Contract Amount	$49,500
Additional Cost Above	$15,000
Revised Contract Amount	$64,500

Table 1: **Standard Hourly Rates**

CLASSIFICATION	HOURLY RATE
Principal	$ 285 per hour
Sr. Director	$ 285 per hour
Director	$ 240 per hour
Sr. Managing Consultant	$ 220 per hour
Managing Consultant	$ 200 per hour
Sr. Consultant	$ 190 per hour
Consultant	$ 170 per hour
Associate Consultant	$ 155 per hour
Expert Witness	1.5x Rates Listed Above
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - *Private or company car*	At Current Federal Rate
Travel - *Other*	Direct cost
Delivery and other expenses	Direct cost

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Sunset Whitney Recreation Area Building Demolition Project

Date: December 12, 2023

Submitted By: Jeff Scanlon, Administrative Analyst

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving an Increase of the Total Authorized Contract Amount with Double B Demolition, Inc., for the Sunset Whitney Recreation Area Building Demolition Project.

Background:
On October 10, 2023, the City Council adopted Resolution No. 2023-160 awarding a contract to Double B Demolition, Inc. for the Sunset Whitney Recreation Area Building Demolition Project. The project consists of the demolition and removal of two existing clubhouse buildings, landscaping, hardscaping, and concrete slabs, as well as asbestos abatement. The current authorized project amount is $345,600, which includes the original contract amount of $288,000, and a contingency amount of twenty percent ($57,600), as approved by the City Council.

During the initial asbestos abatement, the contractor and staff identified an error on the estimate of square feet for asbestos removal provided in the Bid Documents. Due to this miscalculation, the total area has increased from approximately 9,000 square feet to 14,912 square feet, resulting in the removal of an additional 5,912 square feet of asbestos-containing material. The cost of the additional asbestos abatement is $39,100.

To date, one change order has been issued to complete the demolition, removal, and disposal of two additional maintenance areas that were not included in the original project scope for $29,900, leaving $27,700 in contingency funds.

Staff recommends the City Council approve an increase of the total authorized contract amount with Double B Demolition, Inc., to incorporate the additional asbestos abatement, in the amount of $39,100, bringing the total to $384,700. Contingency funds of $27,700 would remain available for potential unforeseen conditions.

Fiscal Impact:
The not-to-exceed contract amount is $384,700, an increase of $39,100. Sufficient funds are available in the Fiscal Year 2023/24 Operating Budget for this project.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN INCREASE OF THE TOTAL AUTHORIZED CONTRACT AMOUNT WITH DOUBLE B DEMOLITION, INC., FOR THE SUNSET WHITNEY RECREATION AREA BUILDING DEMOLITION PROJECT

WHEREAS, on October 10, 2023, the City Council awarded the contract for the Sunset Whitney Recreation Area Building Demolition Project to Double B Demolition, Inc. (Resolution No. 2023 -160), in the amount of $288,000, for asbestos abatement, as well as the demolition and removal of two existing clubhouse buildings, landscaping, hardscaping, and concrete slabs at Sunset Whitney Recreation Area; and

WHEREAS, the Rocklin Municipal Code, section 3.04.050 authorizes a contingency of fifteen percent of the contract amount for public works projects; however, due to the potential for unforeseen conditions once the project begins, staff recommended an additional five percent for a total of twenty percent ($57,600), bringing the total authorized contract amount to $345,600; and

WHEREAS, due to additional asbestos abatement areas identified outside of the original project scope, and the potential need for future contingency funds for the Sunset Whitney Recreation Area Building Demolition Project, it will be necessary to increase the total authorized contract amount; and

WHEREAS, staff recommends increasing the contract amount with Double B Demolition, Inc., for the Sunset Whitney Recreation Area Building Demolition Project by $39,100, increasing the total authorized contract amount to $384,700.

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

Section 1. The City Council hereby approves an increase of the total authorized contract amount with Double B Demolition, Inc., for the Sunset Whitney Recreation Area Building Demolition Project, by $39,100, totaling $384,700.

PASSED AND ADOPTED this 12th day of December 2023, by the following vote:

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

_____
,Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Astound Broadband Powered by WAVE Agreement

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Adopting and Authorizing the Agreement with Astound Broadband Powered by WAVE, for Intelligent Transportation System (ITS) Communication and Networking Services and Authorizing the City Manager to Execute an Agreement.

Background:
On May 14, 2019, the City Council approved the Intelligent Transportation System (ITS) Masterplan (Resolution No. 2019-106), which identified a phased backbone traffic control infrastructure and a central traffic control system. The ITS Masterplan builds upon the General Plan and Traffic Circulation Element by setting the vision, goals and objectives for traffic flow from an operational perspective.

Subsequently, staff reviewed the cost estimates and implementation priorities for the communication trunk lines that are needed along the City's major corridors for the initial phases. The ITS Masterplan took into consideration the various technologies available (e.g., line of sight wireless, fiber, copper, cellular, etc.) and concluded that utilizing the Astound Broadband Powered by WAVE (Astound) fiber system was more cost advantageous than the implementation of a City-owned system. As was determined when this arrangement was originally entered into, the cost recovery for a City-owned backbone communication network vs. the proposed Astound network, is over 26 years, and does not account for legacy costs associated with additional staffing that would be needed to monitor a City-owned and maintained system.

As a result, on June 11, 2019, the City Council adopted Resolution No. 2019-146, which authorized an infrastructure and communication services with Astound for ITS along Sunset Boulevard, Pacific Street, Rocklin Road, and Sierra College Boulevard. The current agreement expires in 2024.

The Astound fiber system has proven to be reliable for the City, and expandable to accommodate the changing traffic signal data needs and provide flexibility for the Police

Department's Automated License Plate Reader (ALPR) program. To accommodate the growing traffic signal ITS network and the ALPR program, staff entered into negotiations with Astound with the intent of lowering monthly service costs in order to create opportunities for infrastructure expansion. Staff also had a desire to lock in rates in order to create a more sustainable and predictable solution for growth and expanded service.

Through these negotiations, Astound Broadband Powered by WAVE was able to guarantee locked pricing and the ability to expand the system to accommodate the City's growing needs by amortizing the project over a ten (10) year period. This will lower the rate from $384 to $288 per intersection/circuit for the duration of the contract with no additional installation costs per intersection. Additionally, new circuits will be added as the city continues to increase this service at a rate of $288 per circuit with no installation costs. Throughout the term of this contract.

Pursuant to the Rocklin Municipal Code 3.04.070(i) the City Council may approve a contract duration longer than three years for good cause. Given the satisfactory negotiations, staff recommends a ten (10) year agreement with Astound Broadband Powered by WAVE to secure a sustainable ITS system for the next decade.

Fiscal Impact:

There is no additional fiscal impact as the costs for this service is included in the individual department's budget as needed.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Agreement

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN ADOPTING AND AUTHORIZING THE AGREEMENT WITH ASTOUND BROADBAND POWERED BY WAVE, FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) COMMUNICATION AND NETWORKING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the ITS Master Plan was adopted on May 14, 2019, Resolution No. 2019-106 building upon the General Plan and Traffic Circulation Element by setting the vision, goals and objectives for traffic flow from an operational perspective; and

WHEREAS, on June 11, 2019, the City Council adopted Resolution No. 2019-146 with Astound Broadband Powered By WAVE ((formerly WAVE) Astound) which provided the infrastructure and communication services for ITS along Sunset Blvd, Pacific St, Rocklin Rd, and Sierra College Blvd. at a cost that was advantageous to the city; and

WHEREAS, to accommodate the growing traffic signal ITS network and the Police Department's LPR program, staff entered into negotiations with Astound with the intent on lowering monthly service costs in order to create opportunities for infrastructure expansion; and

WHEREAS, Astound was able to guarantee locked pricing and the ability to expand the system to accommodate the City's growing needs by amortizing the project over a 10 year period which will lower the rate from $384 to $288 per intersection; and

WHEREAS, Pursuant to the Rocklin Municipal Code 3.04.070(i) the City Council may approve a contract duration longer than three years for good cause; and

WHEREAS, there is no additional impacts as the costs for this service is included in the individual department's budgets as needed.

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 agreements with Astound Broadband Powered By WAVE ((formerly WAVE) in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 12th day of December 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

Astound Business Solutions Powered by RCN | GRANDE | wave

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by Provider's "Standard Terms and Conditions for Enterprise Services" which are posted on Provider's website at http://www.astound.com/business/enterprise-terms (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

Termination of Old Contracts. Provider, as successor in interest to Wave Business Solutions, LLC, and Customer are the parties to that certain Order for Data Transport Services dated June 27, 2019, as amended by that certain Order Form For Move / Add / Change / Disconnect dated December 27, 2022, pursuant to which Customer receives certain services from Provider (collectively, the "Old Contracts"). The Parties now intend for this Service Order to replace and supersede the Old Contracts in their entirety. Accordingly, as of the service commencement date for the Services provided to Customer pursuant to this Service Order, the Old Contracts shall terminate and have no further force or effect; provided, that any outstanding payment obligations of Customer under the Old Contracts shall survive until met.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
City of Rocklin - Department of Public Services		Justin Nartker	Office: Mobile: 916-625-5514 Email: Justin.Nartker@rocklin.ca.us
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
4080 Rocklin Rd, Rocklin, CA 95677, USA		Naz Lazar Karen Egyud	Office: (916) 625-5567 Email: naz.Lazar@rocklin.ca.us Office: Email: karen.Egyud@rocklin.ca.us
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
0 -		OP387863	Glenn Tuazon - 000547

INITIAL SERVICE TERM	SEGMENT
120 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

SITE # LINE COUNT	PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
	FUTURE AND POTENTIAL CIRCUITS									
1	E-LAN 50 Mb	Blue Oaks Blvd and Van Buren Way TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
2	E-LAN 50 Mb	Blue Oaks Blvd at Market Place TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
3	E-LAN 50 Mb	Five Star Blvd and Destiny Dr TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
4	E-LAN 50 Mb	Granite Dr and Commons Dr TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
5	E-LAN 50 Mb	Granite Dr and Sierra Meadows Dr TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
6	E-LAN 50 Mb	Lonetree Blvd and Adams Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
7	E-LAN 50 Mb	Lonetree Blvd and Atherton Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

8	E-LAN 50 Mb	Lonetree Blvd and Grand Canyon Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
9	E-LAN 50 Mb	Lonetree Blvd and Redwood Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
10	E-LAN 50 Mb	Lonetree Blvd and West Oaks Blvd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
11	E-LAN 50 Mb	Park Dr and Blaydon Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
12	E-LAN 50 Mb	Park Dr and Boardwalk Way at Twin Oaks TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
13	E-LAN 50 Mb	Park Dr and Collet Quarry Dr, Rocklin at Quarry Way TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
14	E-LAN 50 Mb	Park Dr and Farrier Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
15	E-LAN 50 Mb	Park Dr and King Pine Dr at Sandy Trail TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
16	E-LAN 50 Mb	Park Dr and Shelton St TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
17	E-LAN 50 Mb	Park Dr and Victory Ln TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
18	E-LAN 50 Mb	Park Dr and Wyckford Blvd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

19	E-LAN 50 Mb	Park Dr at Safeway TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
20	E-LAN 50 Mb	S Whitney Blvd and Five Star Blvd TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
21	E-LAN 50 Mb	Sierra College Blvd and Nightwatch Dr TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
22	E-LAN 50 Mb	Sierra College Blvd and Scarborough Dr TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
23	E-LAN 50 Mb	Sierra College Blvd and Southside Ranch Rd TrafficSignalCabinet, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
24	E-LAN 50 Mb	Stanford Ranch Rd and Cobblestone Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
25	E-LAN 50 Mb	Stanford Ranch Rd and Darby Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
26	E-LAN 50 Mb	Stanford Ranch Rd and Park Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
27	E-LAN 50 Mb	Stanford Ranch Rd and Plaza Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
28	E-LAN 50 Mb	Stanford Ranch Rd and Stoney Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
29	E-LAN 50 Mb	Stanford Ranch Rd and Victory Ln TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

30	E-LAN 50 Mb	Sunset Blvd and Stanford Ranch Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
31	E-LAN 50 Mb	University Ave and Orchid Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
32	E-LAN 50 Mb	W Stanford Ranch Rd and W Oaks Blvd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
33	E-LAN 50 Mb	W Stanford Ranch Rd and Wildcat Blvd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
34	E-LAN 50 Mb	Whitney Ranch Pkwy and Bridlewood Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
35	E-LAN 50 Mb	Whitney Ranch Pkwy and Caviata Way TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
36	E-LAN 50 Mb	Whitney Ranch Pkwy and Painted Pony Ln TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
37	E-LAN 50 Mb	Whitney Ranch Pkwy and Spring Creek Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
38	E-LAN 50 Mb	Wildcat Blvd and Bridlewood Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
39	E-LAN 50 Mb	Wildcat Blvd and Iroquois Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
40	E-LAN 50 Mb	Wildcat Blvd and North High School Entrance TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

41	E-LAN 50 Mb	Wildcat Blvd and Ranch View Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
42	E-LAN 50 Mb	Wildcat Blvd and South High School Entrance TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
43	E-LAN 50 Mb	Wildcat Blvd and Whitney Ranch Pkwy TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
44	E-LAN 50 Mb	Taft Dr and Blue Oaks Blvd TrafficSignalCabinet, Rocklin, CA 95765	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
45	E-LAN 50 Mb	Whitney Ranch Parkway and University Ave, TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
46	E-LAN 50 Mb	Spring Creek Dr and Broken Rail Ln TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
47	E-LAN 50 Mb	Whitney Ranch Parkway and West Oaks Blvd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
48	E-LAN 50 Mb	Whitney Oaks Dr and Whintey Ranch Pkwy TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
49	E-LAN 50 Mb	Park Drive and Black Oak Pl TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
50	E-LAN 50 Mb	Park Drive and Coldwater Pl (North) TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
51	E-LAN 50 Mb	Stanford Ranch Road and Crest Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

52	E-LAN 50 Mb	Granite Drive and Dominguez Rd TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
53	E-LAN 50 Mb	Granite Drive and Warren Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
54	E-LAN 50 Mb	Midas Ave and Argonaut Ave TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
55	E-LAN 50 Mb	Third St and Farron St TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
56	E-LAN 50 Mb	Rocklin Rd and Meyers St TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
57	E-LAN 50 Mb	West Oaks Blvd and Hunter Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
58	E-LAN 50 Mb	Park Dr and Arnold Dr TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
59	E-LAN 50 Mb	West Oaks Dr and Painted Pony Ln TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
60	E-LAN 50 Mb	University Ave & Driveway A (Commercial Driveway North of Orchid Dr) TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
61	E-LAN 50 Mb	West Oaks Blvd and Hwy 65 TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
62	E-LAN 50 Mb	Whitney Blvd and Argonaut Ave TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

63	E-LAN 50 Mb	Whintey Blvd and Midas Ave TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
64	E-LAN 50 Mb	Fairway Dr and Lincoln Ave TrafficSignalCabinet, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
						FUTURE AND POTENTIAL CIRCUIT TOTALS		**$18,432.00**		**$0.00**
	EXISTING CIRCUITS									
1	E-LAN 50 Mb	Blue Oaks Blvd and Lonetree Blvd, Rocklin CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
2	E-LAN 50 Mb	Pacific St and Del Mar Ave, Rocklin CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
3	E-LAN 50 Mb	Pacific St and Sierra Meadors Dr, Rocklin CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
4	E-LAN 50 Mb	Park Drive and Coldwater Place, Rocklin CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
5	E-LAN 50 Mb	Pacific St & Farron St, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
6	E-LAN 50 Mb	Pacific St & Woodside Dr, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
7	E-LAN 50 Mb	Pacific St and Midas Ave, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
8	E-LAN 50 Mb	Rocklin Rd and Aguilar Rd, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

9	E-LAN 50 Mb	Rocklin Rd and El Don Dr, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
10	E-LAN 50 Mb	Rocklin Rd and Fire Station 23, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
11	E-LAN 50 Mb	Rocklin Rd and Granite Dr, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
12	E-LAN 50 Mb	Rocklin Rd and Pacific St, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
13	E-LAN 50 Mb	Rocklin Road and Havenhurst Circle, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
14	E-LAN 50 Mb	Sierra College Blvd & Rocklin Rd, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
15	E-LAN 50 Mb	Sierra College Blvd & Schriber Way, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
16	E-LAN 50 Mb	Sierra College Blvd and Bass Pro Dr, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
17	E-LAN 50 Mb	Sierra College Blvd and El Don Dr, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
18	E-LAN 50 Mb	Sierra College Blvd and Granite Dr, Rocklin, CA 95650, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
19	E-LAN 50 Mb	Sierra College Blvd, Roseville, CA 95661, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

20	E-LAN 50 Mb	Sunset Blvd & 3rd St, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
21	E-LAN 50 Mb	Sunset Blvd & Atherton Rd, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
22	E-LAN 50 Mb	Sunset Blvd & Blue Oaks Blvd, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
23	E-LAN 50 Mb	Sunset Blvd & Fairway Dr, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
24	E-LAN 50 Mb	Sunset Blvd & Little Rock Rd, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
25	E-LAN 50 Mb	Sunset Blvd & Pacific St, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
26	E-LAN 50 Mb	Sunset Blvd & Park Dr, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
27	E-LAN 50 Mb	Sunset Blvd & Pebble Creek Dr, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
28	E-LAN 50 Mb	Sunset Blvd and Stanford Ranch Rd, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
29	E-LAN 50 Mb	Sunset Blvd & Topaz Ave, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
30	E-LAN 50 Mb	Sunset Blvd & W Oaks Blvd, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00

31	E-LAN 50 Mb	Sunset Blvd & W Stanford Ranch Rd, Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
32	E-LAN 50 Mb	Sunset Blvd & Whitney Blvd, Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	$288.00	$288.00	$0.00	$0.00
						EXISTING CIRCUIT TOTALS		**$9,216.00**		**$0.00**
	NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$27,648.00****		**$0.00**

NOTES

Service Order Overview. Service addresses above are New and Potential Sites also identified as Street Intersections, in addition to the existing live sites that are listed here.

****Total MRC**. The total MRC for the Services under this Service Order contemplates complete installation of ninety seven (97) total Service Sites. Of the total Service Sites, thirty three (33) Service Sites are currently installed as of the Effective Date of this Service Order. For avoidance of any doubt, the total charges for the Services under this Service Order for the Initial Service Term of ten (10) years once all ninety seven (97) circuits have been installed shall be $3,352,320. In accordance with the T&Cs, all charges for Services set forth in the Service Orders are exclusive of Applicable Taxes, fees and surcharges.

Additional Services and Service Sites. At any time during the Service Term, Customer may request, and Provider will provide, additional Services at one or more additional Service Sites either by amendment of this Service Order or by a new service order. The MRC for 50 Mb E-LAN data transport Service at any additional Service Site will be $288.00. The NRC for 50 Mb E-LAN data transport Service at any additional Service Site will be as provided in the applicable amendment or service order.

For avoidance of any doubt, pursuant to Section 3.2 of the T&Cs, the Initial Service Term for the Services shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "Service Commencement Date"). Provider shall only begin to bill Customer for the MRC applicable to a Service as of the Service Commencement Date of such Service.

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it.

The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

EXHIBIT A

STANDARD TERMS AND CONDITIONS FOR ENTERPRISE SERVICES

ARTICLE 1 – INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

1.1 Introduction. Wave Business Solutions, LLC ("**Provider**") and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated Internet access, phone over fiber, hosted voice, dark fiber, wavelength, and related services (as applicable, the "**Services**"). These Standard Terms and Conditions for Enterprise Services (these "**T&Cs**") may be incorporated by reference into one or more Service Orders that are executed by and between Provider and the customer specified in such Service Order(s) ("**Customer**"). When so incorporated, these T&Cs together with the applicable Service Order(s) shall be collectively referred to as the "**Agreement**" between Provider and Customer and shall govern Provider's provision of Services to Customer. For purposes of the Agreement, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in the Agreement as a "**Party**" and together as the "**Parties**."

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. The Service Level Agreements attached to these T&Cs as Exhibits (together, the "**SLA**") constitute a part of these T&Cs. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://wavebusiness.com/commercial-AUP. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://wavebusiness.com/serviceterms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) these T&Cs (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from

Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected; (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

6.2 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.3 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.4 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. If and to the extent permitted by California law, "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties to the extent permitted by California law, shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, (iv) it constitutes a "Public Record," as that trerm or phrase is defined pursuant to the California Public Records Act, or (v) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence to the extent permitted by California law. To the extent permitted by California law, the Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR

REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA business associate regulations pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately

on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a "**Dispute**") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Section 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 11.4 below.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 11.4 below.

11.4 Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the Sacramento, California offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

11.5 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of California, Placer County, or in the Federal District Court for the Eastern District of California, as applicable. ***Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider's address set forth below. Notices to Customer shall be directed to Customer's addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

Provider's Address for Notices:
Wave Business Solutions, LLC
401 Parkplace Center, Suite 100
Kirkland, WA 98033

With a Copy to:
Wave Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540

ATTN: Enterprise Sales
Email: dlampkin@wavebusiness.com

ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to these T&Cs, are incorporated herein and by this reference made a part of these T&Cs:

EXHIBIT A - Service Level Agreement for Lit Fiber Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to these T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

EXHIBIT A
Service Level Agreement
for
High Availability Enterprise Services

This Service Level Agreement for High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between Wave Business Solutions, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.9%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.9% Availability	Less than 45 minutes	Target Met
	45 Min. up to 4 hours	5%
	> 4 hours up to 12 hours	10%
	> 12 hours up to 18 hours	20%
	> 18 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

PROPRIETARY AND CONFIDENTIAL

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 12 ms or less**
- **Round Trip Inter-Market Latency* of 45 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	**Target Inter-Market Latency* Round Trip**	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
12 ms or less	**45 ms or less**	≤ Target Latency	Target Met
		> Target up to 8 ms over Target	5%
		> 8 ms up to 15 ms over Target	10%
		> 15 ms up to 20 ms over Target	25%
		> 20 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter of **no greater than 2 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of $1/30^{th}$ of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the WAVE Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

"WAVE Network" means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

"WAVE Backbone Network" means WAVE's core fiber backbone that connects WAVE's POPs and regional hubs.

"WAVE's Network Operations Center" or "WAVE's NOC" means WAVE's network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affilliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency Funding Request Approval.

Date: December 12, 2023

Submitted By: Christopher Hertel, Battalion Chief
Reginald Williams, Chief of Fire

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin, Ratifying Approval of Funding From the Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency.

Background:
The Rocklin Fire Department provides Advanced Life Support (ALS) response to the City of Rocklin. Fire Department personnel are currently equipped with direct laryngoscopy devices on each emergency response unit. A direct laryngoscopy device allows for visualization of the larynx, and is used during resuscitation. However, use of video laryngoscopy devices would provide better line of sight and a higher success rate with less manipulation of the patient.

A formal funds request to Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS) was made to reimburse the City of Rocklin for the purchase of six video laryngoscopy devices and supplies. On November 2, 2023, the Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency approved the City of Rocklin Fire Department's request to purchase and will reimburse for video laryngoscopy devices and supplies with reimbursement up to an amount not to exceed $13,000 (Attachment 2).

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. The award will require a budget amendment to increase the Fire Department's appropriation by $13,000 to execute the purchase with UE Medical Devices, Inc. The City of Rocklin will receive reimbursement from Sierra-Sacramento Valley Emergency Medical Services Agency for an amount not to exceed $13,000.

ATTACHMENTS:

1. Resolution
2. Rocklin FD Equipment Approval Notification

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN RATIFYING THE APPROVAL OF FUNDING FROM PLACER COUNTY AMBULANCE ADVISORY COMMITTEE AND SIERRA-SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY

WHEREAS, The Rocklin Fire Department provides Advanced Life Support (ALS) response to the City of Rocklin; and

WHEREAS, Rocklin currently equips direct laryngoscopy devices on each emergency response unit while a video laryngoscope would provide better line of sight with less manipulation of the patient; and

WHEREAS, a formal funds request was submitted to Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS) to reimburse the City of Rocklin for the purchase of six video laryngoscopy devices and supplies; and

WHEREAS, on November 2, 2023, the Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency approved the City of Rocklin Fire Department's request to purchase video laryngoscopy devices and supplies up to an amount not to exceed $13,000.

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

Section 1. The City Council of the City of Rocklin hereby ratifies the submission of funds request to Placer County Ambulance Advisory Committee and Sierra-Sacramento Valley Emergency Medical Services Agency, accepts the award in the amount not to exceed $13,000 with the specific terms of the award, authorizes the purchase with UE Medical Devices, Inc.

Section 2. The City Manager is authorized to make accounting and budgetary adjustments to administer and account for the grant consistent with the law and City policies.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____

, Mayor

ATTEST:

_____

Haley Reid, Acting City Clerk

Sierra – Sacramento Valley Emergency Medical Services Agency

Regional Executive Director
John Poland, Paramedic

Medical Director
Troy M. Falck, MD, FACEP, FAAEM

JPA Board Chairperson
Jim Holmes, Placer County Supervisor

Address & Contact Information
535 Menlo Drive, Suite A
Rocklin, CA 95765
(916) 625-1702
info@ssvems.com
www.ssvems.com

Serving Butte, Colusa, Glenn, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, & Yuba Counties

November 2, 2023

Chris Hertel, Battalion Chief
City of Rocklin Fire Department
4060 Rocklin Road
Roseville, CA 95677

Chief Hertel,

The Placer County Ambulance Advisory Committee and S-SV EMS have approved the attached City of Rocklin Fire Department funding request for the following supplies/equipment:

- Video Laryngoscopy equipment/supplies, total reimbursable amount not to exceed $13,000 without additional S-SV EMS approval.

Following your department's purchase of these items, please submit appropriate invoices and supporting purchase documentation directly to S-SV EMS for reimbursement.

Sincerely,

John Poland, Paramedic
Regional Executive Director
Sierra – Sacramento Valley EMS Agency

City of Rocklin | **Memorandum**

Fire Department

DATE: October 25, 2023

TO: John Poland, S-SV EMSA; Ambulance Advisory Committee

FROM: Chris Hertel, Rocklin Fire Battalion Chief

SUBJECT: Placer County EMS Funds Request

Intent

Rocklin Fire Department respectfully submits a request for funds to purchase six (6) video laryngoscopes. In the setting of the critically ill patients, securing endotracheal intubation by direct laryngoscopy often requires multiple attempts with a higher complication rate due to the emergent, uncontrolled setting, comorbidities, and variability in expertise of operators. The use of video laryngoscopy would be superior to direct laryngoscopy during urgent endotracheal intubation.

Need

The Rocklin Fire Department provides Advanced Life Support response to the City of Rocklin and extends that level of care to mutual and automatic aid requests throughout the County and the State under the master mutual aid system. Rocklin currently operates direct laryngoscopy devices on each emergency response unit. We are requesting 6 video laryngoscopes devices so that each of our apparatus is able to deliver the same level of care and are equipped appropriately.

With a direct laryngoscope, it is necessary to obtain a line of sight from the maxillary teeth to the glottis, by placing the patient's head on a pillow and extending the head on the neck (sniffing position) to displace the tongue and epiglottis, which frequently obstruct the line of sight. In addition, an assistant is frequently required to apply pressure to the thyroid cartilage to obtain a clear view of the glottis, and it is often difficult for the assistant to adjust the direction and the degree of the pressure. With a video laryngoscope, because the image of the glottis is captured near the tip of the blade, only a few centimeters of line of sight will be required. In addition, an assistant can adjust the direction and degree of pressure on the neck by confirming the improvement of the view of the glottis on a video screen. Therefore, theoretically, a video laryngoscope would provide a better view of the glottis, and would increase the success rate of tracheal intubation.

Aziz *et al.* performed a randomized, controlled study, assessing the efficacy of a video laryngoscope (C-MAC video laryngoscope) in 300 patients with predicted difficult tracheal intubation, and have found that the success rate of tracheal intubation at the first attempt with the video laryngoscope was significantly higher (93%) than with a conventional Macintosh

laryngoscope (84%). The view of the glottis at laryngoscopy was significantly better, and the use of an endotracheal tube introducer (a gum elastic bougie) and pressure to the larynx (to obtain a better view of the glottis) were significantly less frequently required for the video laryngoscope.

Cost

460-1200 UESCOPE VL460 Monitor Kit	$1,650.00 x 6		$9,900.00
010-3030 Single-Use Blade D3 (20pcs)			$700.00
010-3040 Single-Use Blade D4 (20pcs)			$700.00
131-1101 UE Intubation Stylet (SXQ-P-I)	$350 x 6		$210
		Subtotal	$11,510.00
		Shipping	$50.00
		Tax 7.25%	$834.48
		Total	**$12,394.48**

References

Aziz MF, Dillman D, Fu R, Brambrink AM: Comparative effectiveness of the C-MAC video laryngoscope *versus* direct laryngoscopy in the setting of the predicted difficult airway. ANESTHESIOLOGY 2012; 116:629–36

UE Medical Devices, Inc.
831 Beacon Street, Suite 136
Newton, MA 02459
Tel: (617) 610-2718 Fax: (617) 910-2506
Web: www.uescope.com Email: info@uescope.com

QUOTE

Quote #	Date	Valid Until
552	10/25/2023 11:40pm	12/31/2023

Prepare For
Rocklin Fire Dept
4060 Rocklin Rd
Rocklin, CA 95677
Attn: Chris Hertel

Prepared By
David Wei

Payment Terms
Net 30

Part #	Product	Unit Price	Qty	Total
460-1200	UESCOPE VL460 Monitor Kit	$1,650.00	6	$9,900.00
010-3230	Single-Use Blade D3 (20 pcs)	$700.00	1	$700.00
010-3240	Single-Use Blade D4 (20 pcs)	$700.00	1	$700.00
131-1101	UE Intubation Stylet (SXQ-P-I), Adult	$35.00	6	$210.00

Subtotal	$11,510.00
Shipping	$50.00
Tax	$834.48
Total	**$12,394.48**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Hall Gutter and Downspout Replacement Notice of Completion

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as City Hall Gutter and Downspout Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (A Plus Painting).

Background:
On May 23, 2023, the City Council approved the City Hall Gutter and Downspout Replacement project (Resolution No. 2023-70). This project consists of the removing and replacing the gutters and downspouts at City Hall, 3970 Rocklin Road.

The City Council awarded the contract to A Plus Painting in the amount of $88,000 with a 15% contingency ($13,200) for a total amount of $101,200.

No change orders were issued and this project came in on budget at $88,000 and was completed on October 6, 2023. Staff recommends the City Council accept the public work known as the City Hall Gutter and Downspout Replacement, accept the Notice of Completion, and Authorize and Direct the Execution and Recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was funded out of the General Fund (100).

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS THE CITY HALL GUTTER AND DOWNSPOUT REPLACEMENT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(A PLUS PAINTING)

WHEREAS, on May 23, 2023, the City Council of the City of Rocklin adopted Resolution No. 2023-70 awarding the contract for the City Hall Gutter and Downspout Replacement to A Plus Painting in the amount of $88,000; and

WHEREAS, this project consisted of the removing and replacing the gutters and downspouts at City Hall, 3970 Rocklin Rd; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract ($13,200) which was approved by the City Council of the City of Rocklin for a total authorized project cost of $101,200; and

WHEREAS, no change orders were issued and the project total was $88,000; and

WHEREAS, the project was completed on October 6, 2023, and funded by the General Fund (100).

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 City Hall Gutter and Downspout Replacement (A Plus Painting), is hereby approved and the public work accepted.

Section 2. The Director of Public Services 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 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting 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 City Hall Gutter and Downspout Replacement is complete. The location of said project is 3970 Rocklin Road, Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was October 6, 2023. The contractor on the project was A Plus Painting, and the surety on said project was American Contractors Indemnity Company.

I, Justin Nartker, being first duly sworn, depose and say: I am the Director of Public Services 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:

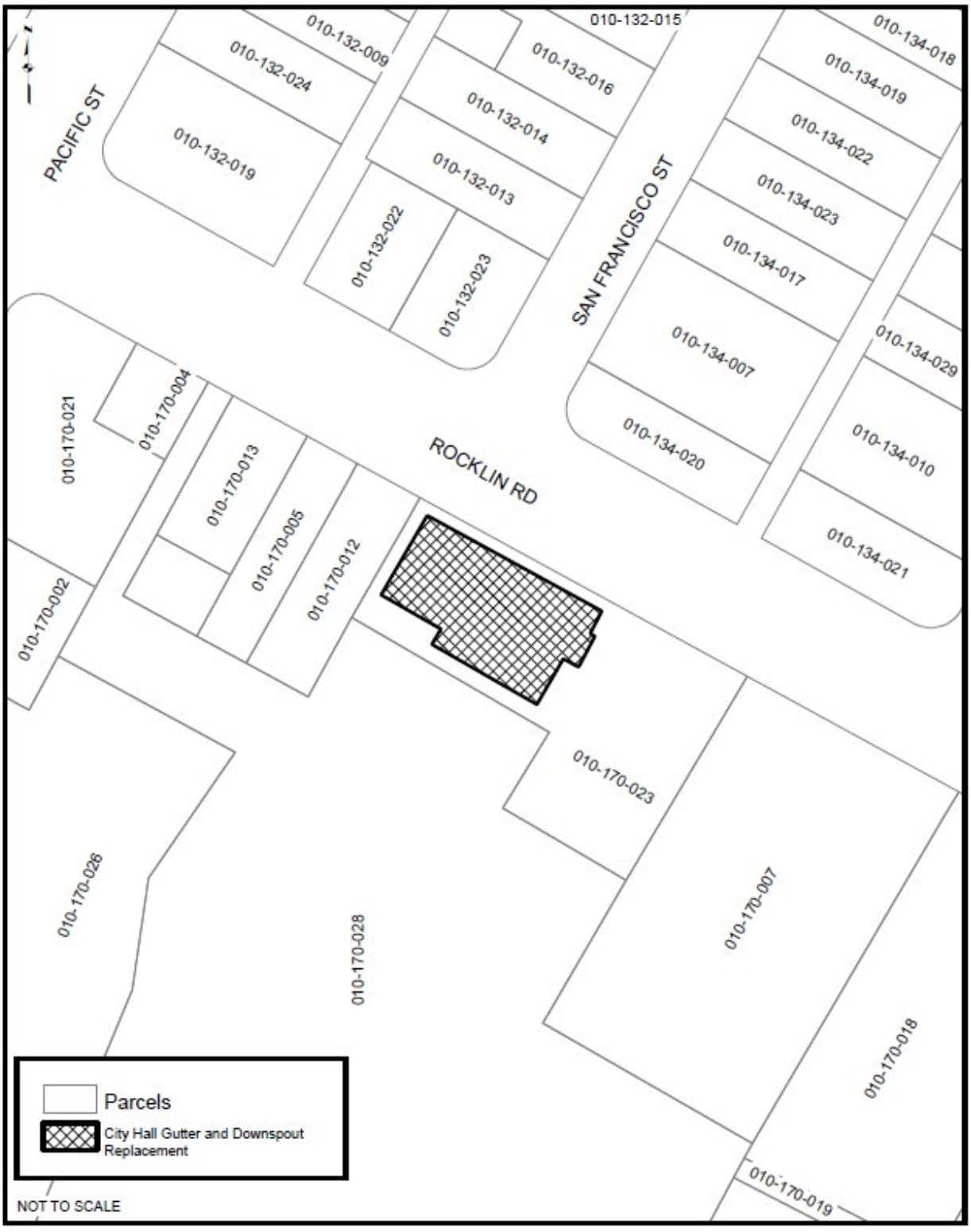
_____
Justin Nartker, Director of Public Services - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
Haley Reid, Acting 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, Director of Public Services
Rocklin, California

Exhibit A


PACIFIC ST
SAN FRANCISCO ST
ROCKLIN RD
010-132-009
010-132-024
010-132-019
010-132-015
010-132-016
010-132-014
010-132-013
010-132-022
010-132-023
010-134-018
010-134-019
010-134-022
010-134-023
010-134-017
010-134-007
010-134-020
010-134-029
010-134-010
010-134-021
010-170-021
010-170-004
010-170-013
010-170-005
010-170-012
010-170-002
010-170-023
010-170-026
010-170-028
010-170-007
010-170-018
010-170-019
Parcels
City Hall Gutter and Downspout Replacement
NOT TO SCALE

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Police Department Steel Beam/Amphitheater Wood Beam Refinishing Notice of Completion

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Police Department Steel Beam/Amphitheater Wood Beam Refinishing, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Valdez Painting, Inc.).

Background:
On May 23, 2023, the City Council approved the Police Department Steel Beam/Amphitheater Wood Beam Refinishing project (Resolution No. 2023-69). This project consisted of power blasting the Police Department steel beam to remove existing paint and rust, and painting it to match the existing color, and removing the existing stain/sealer on the Amphitheater wood beam and refinishing it with updated products. The Police Department steel beam is located in the courtyard at 4080 Rocklin Road, and the Amphitheater wood beam is located at 4000 Rocklin Road.

The City Council awarded the contract to Valdez Painting, Inc., in the amount of $76,864 with a 15% contingency ($11,530 rounded) for a total authorized amount of $88,394. There were no change orders and the project was completed on October 9, 2023 for $76,864. Staff recommends the City Council accept the public work known as the Police Department Steel Beam/Amphitheater Wood Beam Refinishing, accept the Notice of Completion, and Authorize and Direct the Execution and Recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was funded out of the General Fund (100).

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS THE POLICE DEPARTMENT STEEL BEAM/AMPHITHEATER WOOD BEAM REFINISHING, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(VALDEZ PAINTING INC.)

WHEREAS, on May 23, 2023, the City Council of the City of Rocklin adopted Resolution No. 2023-69 awarding the contract for the Police Department Steel Beam/Amphitheater Wood Beam Refinishing to Valdez Painting, Inc. in the amount of $76,864; and

WHEREAS, this project consisted of the removing existing paint and rust from the Police Department steel beam and repainting it, and removing existing stain/sealer on the Amphitheater wood beam and refinishing it with updated products. The Police Department steel beam is located in the courtyard at 4080 Rocklin Rd, and the Amphitheater wood beam is located at 4000 Rocklin Rd.; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract ($11,530 rounded) which was approved by the City Council of the City of Rocklin for a total authorized project cost of $88,394; and

WHEREAS, no change orders were issued and the project total was $76,864; and

WHEREAS, the project was completed on October 9, 2023, and funded by the General Fund (100).

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 Police Department Steel Beam/Amphitheater Wood Beam Refinishing (Valdez Painting, Inc.), is hereby approved and the public work accepted.

Section 2. The Director of Public Services 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 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting 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 Police Department Steel Beam/Amphitheater Wood Beam Refinishing is complete. The locations of said project are 4080 Rocklin Rd. and 4000 Rocklin Road, Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was October 9, 2023. The contractor on the project was Valdez Painting, Inc., and the surety on said project was Everest Reinsurance Company.

I, Justin Nartker, being first duly sworn, depose and say: I am the Director of Public Services 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, Director of Public Services - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
Haley Reid, Acting 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, Director of Public Services
Rocklin, California

Exhibit A

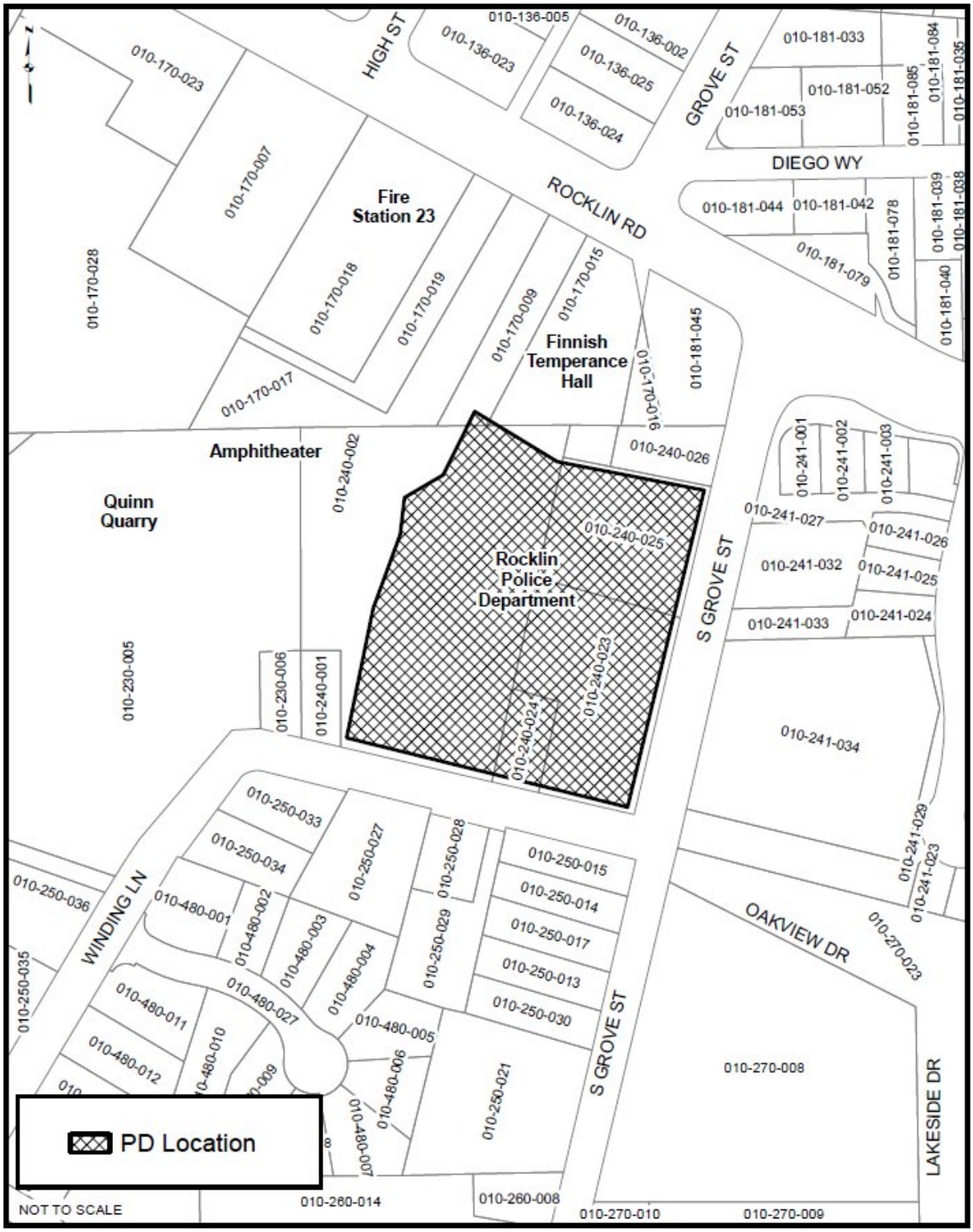
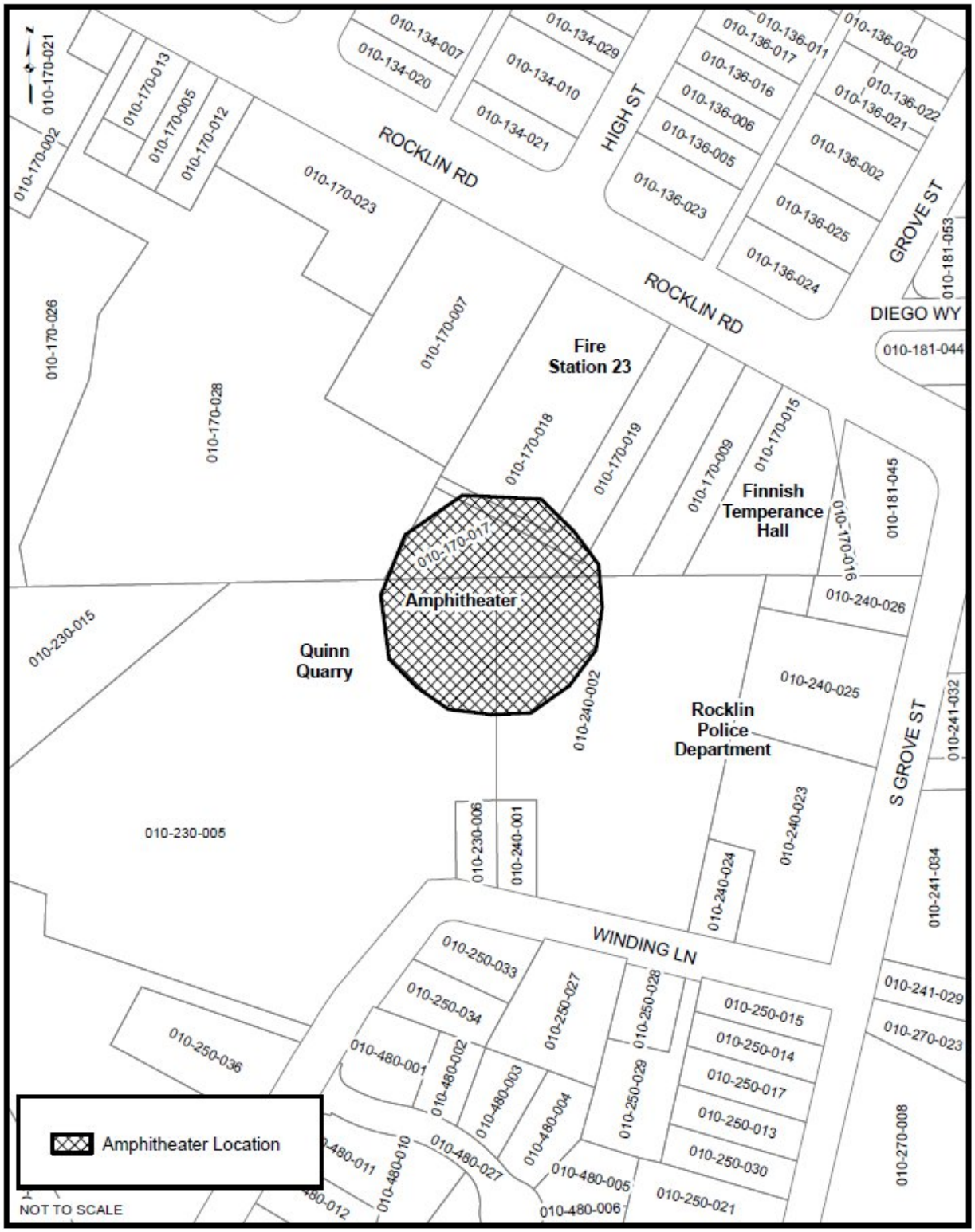

HIGH ST
GROVE ST
DIEGO WY
ROCKLIN RD
Fire Station 23
Finnish Temperance Hall
Amphitheater
Quinn Quarry
Rocklin Police Department
S GROVE ST
WINDING LN
OAKVIEW DR
LAKESIDE DR
010-136-005
010-136-023
010-136-002
010-136-025
010-136-024
010-181-033
010-181-052
010-181-053
010-181-084
010-181-085
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010-181-044
010-181-042
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010-240-025
010-240-023
010-240-024
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010-241-002
010-241-003
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010-480-007
010-480-011
010-480-012
010-480-010
010-260-014
010-260-008
010-270-010
010-270-009
PD Location
NOT TO SCALE

Exhibit B


ROCKLIN RD
HIGH ST
GROVE ST
DIEGO WY
Fire Station 23
Finnish Temperance Hall
Amphitheater
Quinn Quarry
Rocklin Police Department
S GROVE ST
WINDING LN
010-170-021
010-170-013
010-170-005
010-170-012
010-170-002
010-170-023
010-134-007
010-134-020
010-134-029
010-134-010
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010-480-003
010-480-004
010-250-029
010-480-027
010-480-005
010-480-006
010-480-010
010-480-011
010-480-012
Amphitheater Location
NOT TO SCALE

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Citywide Fuel Reduction Program

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services
Rick Lawrence, Public Services Manager

Department: Public Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Grazing Services to Blue Tent Farms LLC and Authorizing the City Manager to Execute an Agreement with Blue Tent Farms LLC.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Weed and Rubbish Abatement and Authorizing the City Manager to Execute an Agreement with Northern State Contractors, Inc.

Background:

The City's Fuel Reduction Program reduces the threat of fire in the City by providing preventative maintenance (e.g., eliminate weeds, dry brush, dead trees) in the open space areas and vacant parcels throughout the city. This is accomplished by using goat and sheep grazing, as well as other methods such as handwork for rubbish and brush removal, tractor discing, and mowing.

Grazing Services

For the past 13 years, the City of Rocklin has contracted services for goat and sheep grazing on City-owned and maintained open space areas, for the purpose of fuel load reduction and general open space management. The US Army Corp of Engineers and California Department of Fish and Wildlife restrict the use of chemical and mechanical methods of vegetation control in open space preserves, which makes grazing the preferred method for open space management. When the City began utilizing grazing in 2010, there were 465 acres to be grazed. In 2024, the total open space acreage has increased to approximately 996 acres (Attachment 2) and the current contract for grazing services expires on December 31, 2023.

The bid for 2024 Grazing Services was advertised on September 7, 2023, and September 14, 2023, with the bid opening Thursday, October 9, 2023. Two (2) bids were received from the following (Attachment 3).

Blue Tent Farms, LLC (Red Bluff)	$1,539,158.00
Legacy Ranching and Land Management (Grass Valley)	$1,775,050.20

In 2019, the average cost for grazing in the city was $350 per acre. The two bids that were received are significantly higher than the proposals received in 2019. Blue Tent's price per acre is $495 for 2024 and increases 4% each year after, and Legacy proposed $594 per acre for the 3 years with no increase. The current grazer provided their breakdown to help illustrate the justification for cost increases as such and generally reflects the industry as a whole. In addition to regular costs associated with inflation, there has been a 71% increase in fuel cost over the life of the contract, changes to state regulations targeting the herding industry which has resulted in 112% increase in payroll, a 521% increase in insurance costs resulting in urban grazing compared to rural grazing, and a 163% increase in animal rental to address the city's expanded open space program and logistics associated with grazing longer narrower waterways.

Staff has reviewed the low bid for sufficiency, determined it was responsive, and determined Blue Tent Farms LLC submitted a responsible bid. Staff recommends that the City Council award the contract to Blue Tent Farms LLC.

The first term of this agreement is for a term of three (3) years, from January 1, 2024, through December 31, 2026, with the option to renew the contract for up to two additional one-year terms at the City's sole discretion, provided budget funds are available. The cost of the first three (3) year term is $1,539,158.00. Pursuant to the Rocklin Municipal Code 3.04.050, the City Manager, or their designee, has change order authority of fifteen (15) percent ($230,873.70) of the contract amount. The amount for this project including fifteen (15) percent change order authority brings the total cost to $1,770,031.70 for the initial three (3) year term. In addition, staff recommends that the City Council authorize the City Manager, or their designee, to add future acreage to the contract that has been annexed into the City's open space program and has an identified funding source.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

<u>Weed and Rubbish Abatement</u>

During the 2023 season (April – September), approximately 90 acres were abated. Staff expects a similar amount during the next season (Attachment 5); however, that can increase or decrease depending on the addition of open space and the number of vacant parcels in which the owners elect to have the City abate their property.

A Request for Proposals (RFP) was issued for the City of Rocklin 2024 Weed and Rubbish Abatement Project and was advertised on October 5, 2023, and October 12, 2023, with a submittal date of Wednesday, November 15, 2023. Two (2) proposals were received from the following contractors (Attachment 6):

Northern State Contractors, Inc. (Sacramento)	$259,500
DCS (Hazleton, PA)	$463,530

The proposals were evaluated by City Staff, and reference checks were performed. Staff received excellent recommendations from the references for Northern State Contractors, Inc. and recommends the City Council award the contract for the project to Northern State Contractors, Inc.

The proposal consisted of a fee schedule that provides the costs of various forms of abatement (discing, handwork, mowing) per acre. The proposal item/tasks costs can be used on various budgeted maintenance and projects, allowing for other divisions to utilize this contract provided there is available funding within their budget.

The first term of this agreement is for a term of three (3) years, from January 1, 2024, through December 31, 2026, with the option to renew the contract for up to two (2) additional years. The annual cost of the contract is for a not-to-exceed amount of $200,000, with a maximum not-to-exceed amount of $1,000,000 over the five-year period. This not-to-exceed amount has been identified to allow for the use for other projects, within the city.

No additional budget appropriations will be needed as any potential funds have already been included in the budget. Once the contract is implemented, staff will issue work orders on a per job basis throughout the year. In addition, staff recommends authorizing the City Manager, or their designee, the authority to extend the contract for two (2) additional one (1) year terms, as well as authorization to add/delete acreage as vacant parcels are added or removed.

Environmental Analysis:

The City of Rocklin's Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions includes a Notice of Exemption (NOE) complying with California Environmental Quality Act (CEQA) requirements.

The City of Rocklin's Environmental Coordinator has reviewed the City of Rocklin Weed Abatement Project under the previously approved Notice of Exemption for the City's weed abatement projects, Resolution No. 2019-259 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 direct fiscal impact to approving the contracts, as sufficient funds are available in the annual budget in the General Fund, CFD 5 Fund (232) and CFD 6 Fund (233).

ATTACHMENTS:

1. Resolution A - Grazing Services
2. Project Location Map - Grazing Services
3. Bid Summary - Grazing Services
4. Resolution B - Weed and Rubbish Abatement
5. Project Location Map - Weed and Rubbish Abatement
6. Bid Summary - Weed and Rubbish Abatement

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR 2024 GRAZING SERVICES TO BLUE TENT FARMS LLC AND AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE AN AGREEMENT WITH BLUE TENT FARMS LLC

WHEREAS, for the past 13 years, the City has contracted for grazing services as a preferred method for vegetation control in the City's open space areas by the US Army Corp or Engineers and California Department of Fish and Wildlife; and

WHEREAS, the amount of open space acreage owned and maintained by the City increased from 465 acres in 2010 to 996 acres in 2024; and

WHEREAS, the invitation for bids for grazing services was advertised September 7, 2023, and September 14, 2023, with the bid opening Thursday, October 9, 2023, two bids were examined and found to be in compliance with all applicable specifications; and

WHEREAS, the bids that were received were significantly higher than proposals received in previous years due to an increase in inflation, fuel costs, increase in payroll, insurance, and animal rental; and

WHEREAS, the lowest responsible bid determined to be $1,539,158.00 submitted by Blue Tent Farms LLC, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen percent of the contract ($230,873.70), 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 $1,770,031.70; and

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

Section 1. The contract for the 2024 Grazing Services is awarded to Blue Tent Farms LLC and the City Manager is authorized to execute the Agreement with Blue Tent Farms LLC, in substantially the form attached hereto as Exhibit "A."

Section 2. The City Manager, or their designee, is authorized to issue change orders under the contract to increase/decrease acreage as needed, provided funding is available.

Section 3. The City Manager, or their designee, is authorized to renew the contract for two additional one-year periods, provided funding is available.

PASSED AND ADOPTED this 12th day of December 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of December 12, 2023, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **BLUE TENT FARMS LLC,** a company (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: 2024 Grazing Services

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Million Five Hundred Thirty-Nine Thousand, One Hundred Fifty-Eight Dollars**

($1,539,158) 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.

IIII. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IVII. 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.

VII. 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.

VIIII. 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.

XIX. 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
Richard Stutz	Print Name
CEO	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Daniel Cucchi, Interim City Attorney

ATTEST:

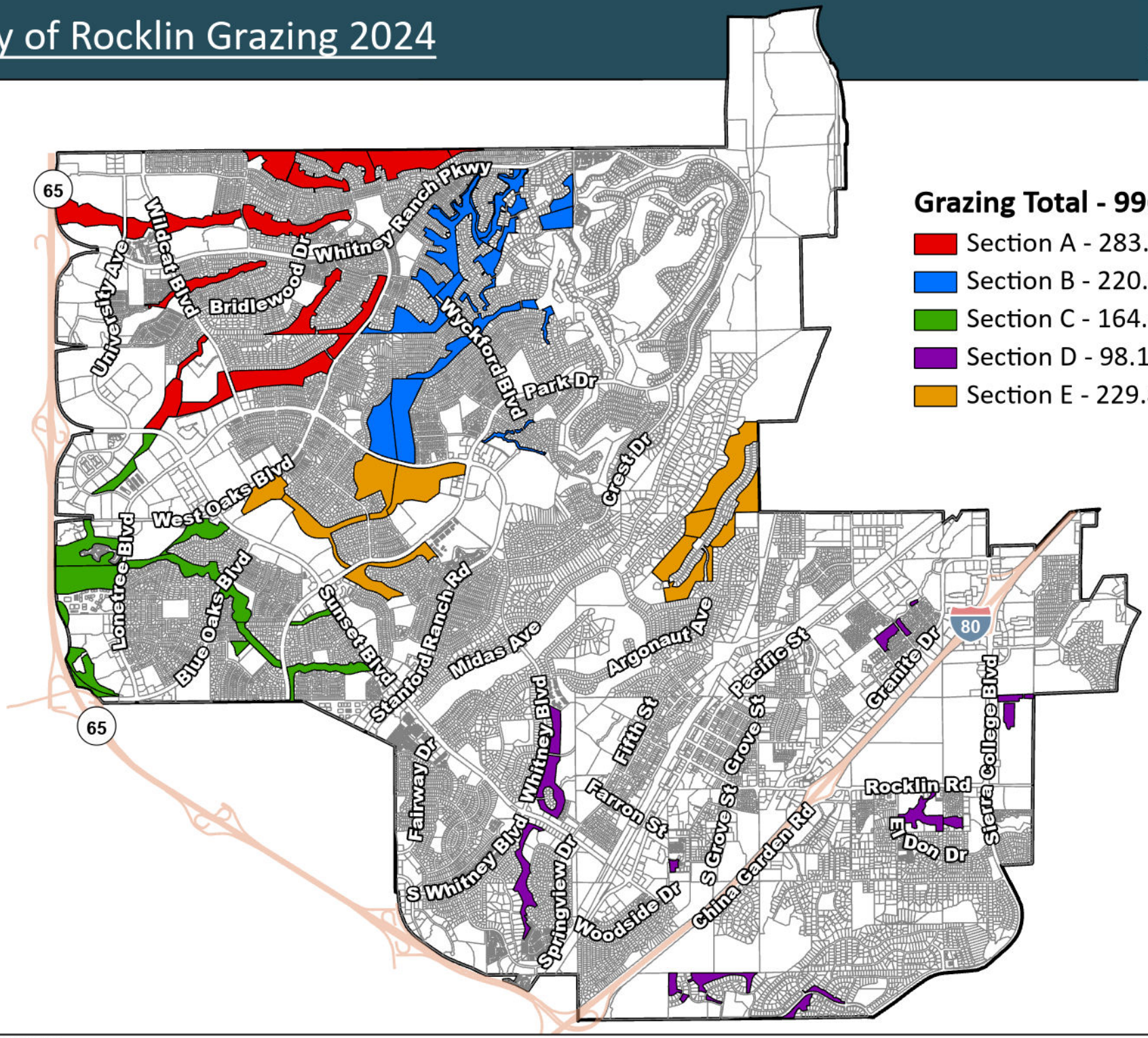
Haley Reid, Acting City Clerk

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

City of Rocklin Grazing 2024



Date: 9/19/2023

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

Jamie Sasteen

PROJECT: 2024 Grazing Services	
DATE: October 10, 2023	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Blue Tent Farms LLC DBA Western Grazers 859 Washington St. #259, Red Bluff Ca 96080	$ ~~1,539,158.00~~ 1,539,158.00	$	JH	
2. Legacy Ranching 19100 Piper Ln. Penn Valley, ca. 95946	$ 1,775,050.20	$	JH	
3.	$	$		
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle

~~Megan Bressam, Finance~~ Angela Doyle, Finance

10/9/23
Date

Janette Haley

Janette Haley, Deputy City Clerk

10/9/23
Date

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR CITY OF ROCKLIN 2024 WEED AND RUBBISH ABATEMENT TO NORTHERN STATE CONTRACTORS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NORTHERN STATE CONTRACTORS, INC.

WHEREAS, the City of Rocklin 2024 Weed and Rubbish Abatement Project provides for abatement of weed and rubbish in open space areas and vacant parcels in the City as a means of preventative maintenance to reduce the threat of fire; and

WHEREAS, The City issued a Request for Proposal for the City's 2024 Weed and Rubbish Abatement Project on October 5, 2023, and October 12, 2023, with a proposal submittal date of November 15, 2023; and

WHEREAS, the lowest responsible bid was submitted by Northern State Contractors, Inc., with a contract amount of $259,500 for the three (3) year contract term, and is based on a price for service per acre; and

WHEREAS, the contract of weed and rubbish abatement services will have a three (3) year term with the option to renew for two (2) additional years, with a maximum not to exceed amount of $1,000,000; and

WHEREAS, there is no additional fiscal impact as the departments using services under this contract will use previously approved budgeted amounts to cover associated costs with this contract.

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

Section 1. The contract for the 2024 Weed and Rubbish Abatement is awarded to Northern State Contractors, Inc. and the City Manager is authorized to execute the Agreement with Northern State Contractors, Inc. in substantially the form attached hereto as Exhibit "A."

Section 2. The City Manager or their Designee is authorized to issue change orders under the contract to increase/decrease acreage as needed, provided funding is available.

Section 3. The City Manager, or their Designee, is authorized to renew the contract for two (2) additional one (1) year periods, with a maximum not to exceed amount of $1,000,000 for the entire term of the contract.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on December 12, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

Northern State Contractors, Inc.
1525 Fulton Ave.
Sacramento, CA 95825
916-936-5124/smith@northernstatecontractors.com

"Contractor" who mutually agree as follows:

1. SCOPE OF WORK

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 One Million Dollars ($1,000,000).** 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 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 the Contract Documents. Contractor's fees shall be as specified in the Contract Documents. 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 Contract Documents (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 receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one (1) year, up to an additional two (2) years, in the manner provided in Section 7.

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 **60** 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.

FOR WORK SUBJECT TO PREVAILING WAGES, The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Contractor shall comply with the provisions of Exhibit **"E"**.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **the Contract Documents** 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 Contract Documents. 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 the Contract Documents.

1. 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.

2. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

3. 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 as identified in Exhibit A.

12. 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.

13. 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.

14. 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.

15. INDEMNITY AND LITIGATION COSTS

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence**,** sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONTRACTOR TO PROVIDE INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

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 with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

3. ***Notice of Cancellation*****.** Each insurance policy required above shall not be canceled, except with notice to the City.

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 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 provide coverage on a claims' made basis:

a.i.1.a.i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

a.i.1.a.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.

a.i.1.a.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. ***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.

17. 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 Corporation Yard
4081 Alvis Court
Rocklin, CA 95677

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

Contractor: Northern State Contractors, Inc.
1525 Fulton Ave.
Sacramento, CA 95825

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

CONTRACTOR

By: _____
Miki Smith, CEO

By: _____
Tyler Sparks, CFO

EXHIBIT A

Contractor Proposal/Scope of Work

PART 1 - SUMMARY OF WORK

The City of Rocklin has prepared Performance Specifications for the weed & rubbish abatement in the City of Rocklin. This specification provides minimum "performance specifications." All materials and equipment used on this project shall conform, at a minimum, to these performance specifications.

1. Contractor shall furnish all labor, materials, tools, equipment, and incidentals to complete all work involved in executing the contract in a satisfactory manner.

2. All drawings included in this specification are not to scale. If the contractor finds an error in the survey, map, measures or layouts it is the Contractor's responsibility to bring it to the City's attention prior to any work being performed.

3. Contractor shall exercise proper precautions to verify figures and dimensions and shall be held responsible for any error resulting from failure to exercise such precautions.

4. The Contractor shall assume full responsibility for protection and safekeeping of properties while performing all work under this contract.

5. Contractor shall be trained and experienced in the skills required and must be completely familiar with the equipment and their uses.

6. Contractor shall be responsible for the coordination of all crews and equipment operations on the job site.

7. Contractor shall be responsible for providing and maintaining all equipment immediately required fulfilling the term of this contract.

8. The codes adopted by the City, County, State, and Federal agencies shall govern minimum requirements for this project: where codes conflict with the Specifications, the more stringent shall apply and be brought to the immediate attention of the Project Manager. In absence of specific requirements in the contract documents, the applicable codes shall govern.

9. All Contractor's State license fees and business licenses are the sole responsibility of Contractor.

10. Contractor shall possess a valid California license for the size, classification and the type of work to be performed by that Contractor.

11. Debris dropped in the immediate areas, service access ways, or streets due to work under this Contract shall be promptly cleaned up by the Contractor to the satisfaction of the City of Rocklin.

12. Follow construction procedures necessary to provide a safe working condition through all phases of the project. Said procedures shall conform to the Safety Order, Division of Industrial Safety, Title 8, California Administrative Code.

13. Conform to all applicable requirements of the Federal Occupational Safety and Health Administration.

14. Contractor is solely responsible for outlining the job safety procedures to be followed by the workers, all subcontractors, and related trades workers working on this job. Contractor will always provide for the safety of the public both day and night where they are exposed to this construction operation.

15. Contractor and City of Rocklin shall have a pre-construction conference and intermittent conferences as needed.

16. Contractor must have a Smart device and the ability to use the City's collector app to track progress. The City will provide training to Contractor and staff.

17. Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective injury and illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

PART 2 – GENERAL CONDITIONS

2.01 SUMMARY

A. It is the intention and purpose of this specification to establish "Standards for Maintenance of Vacant Parcels", and to establish minimum equipment and staffing levels required by the contractor to perform weed abatement services. Work must be performed in a timely manner; the majority of the work will be seasonal and critical for timely fire protection.
    1. Contractor will be provided a high priority list that must be complete by July1st.
    2. The lower priority list must be complete by August 1st.

B. Bid pricing will be estimated by unit as determined by acre coverage, and rate for hand clearing, flail mowing, and blade/tractor/discing work. Based on historical weed abatement, following is an example of **approximate workload (these numbers may vary +/-):**
    1. Hand Work:40 acres
    2. Discing: 20 acres
    3. Mowing:30 acres

2.02 EXISTING CONDITIONS

Contractor shall meet with the City Inspector prior to starting work to determine the accuracy of the properties to be cleared, if abatement work has been or is being performed on the property the contractor should not begin work and should contact the City Inspector.

2.03 JOB CONDITIONS

No work shall be performed when conditions are deemed unsafe such as during periods of extreme heat. If the City Inspector or Project Manager deems any condition unsafe the contractor will immediately stop all work. The City at no time shall incur any costs for requiring work to be stopped.

2.04 SCHEDULING

A. The contractor shall coordinate all operations with the City Inspector. The City will provide the contractor with a detailed list of priority sites to be cleared. All parcels on the high priority list must be cleared by July 1st. Parcels on the lower priority list must be done by August 1st. If the contractor fails to perform within these deadlines or City authorized extension, it may result in a reduction of payment as follows:

    1. A 5% retention will be held from each monthly billing. Once all parcels have been completed on time, per the priority list, the retention will be released with the final billing.

B. Contractor must coordinate with City Inspector to minimize noise, dust, and any other nuisances that may affect adjacent neighbors.

2.05 EXAMINATION OF PLAN, CONDITIONS

The Bidder must make a careful examination and fully inform himself or herself as to the character of work required, distance from his or her headquarters, and the geographical terrain in the area where the work is being proposed. The City will in no case be responsible for any loss or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself or herself in regard to all conditions pertaining to the work.

2.06 SEASONALITY OF WORKLOAD

It is unlikely that the work will be spread out evenly over the contract period. In many cases, there is a heavy seasonal peak in the workload. The Bidder must consider the time frame when equipment or human resources must be available to do the work. **The ability of a Bidder to provide equipment or human resources during a seasonal workload peak is required.**

2.07 LAWS AND POLICIES TO BE OBSERVED

A. The Contractor shall keep himself or herself fully informed of all existing federal, state, county, or local laws, regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunal having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.

B. The Contractor shall at all times, himself or herself, observe and comply with, and shall cause all his or her agents and employees to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders, and

decrees; and shall protect, indemnify and hold harmless the City and all of its officers, agents, or servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself or herself or his or her employees.

C. Contactor shall at all times enforce strict discipline and good order among his or her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

D. Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed for Department work except with written consent from the Department.

E. Contractor will need to provide photos of required equipment, to be included in bid packet

2.08 REMOVAL OF WEEDS

A. Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical to work equipment without causing damage to said fences, hedges, trees, and structures.

B. Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

C. Dust shall be kept to a minimum whenever possible. If the Contractor is not able to adequately control the dust conditions, the City Inspector may terminate the abatement activity. All work must meet air quality standards.

D. Upon mutual agreement of the Contractor and the Inspector, a Contractor may be asked to work his or her equipment on a lot other than that designated in the contract award. The Contractor will be compensated at the contracted acre price or on an hourly rate whichever the City inspector selects. If the City feels that these rates are not in the best interest of the City, it may set a rate which is mutually agreed upon between the City and the Contractor.

E. All assignments shall be completed by the date specified. Starting dates may be changed at the discretion of the Inspector. Adequate deadline allowances will be made for postponements. Ten (10) days' notice shall be given by the Inspector of any change in dates. Satisfactory quantity and/or quality of work will be the judgment of the Project Manager.

2.09 CARE OF PROPERTY

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e. survey stakes, signs, sign posts, gates and fencing) while performing the abatement activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks and curbing. Fences, gates, etc., removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

2.10 DAMAGE

A. All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor.

B. It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.

C. The procedure for handling damage complaints shall be as follows:

1. If the Contractor fails to take corrective action on a damage complaint within 30 days, the City will directly contact the insurance carrier of the Contractor involved, and seek compensation.
2. If the damage complaint goes unresolved for more than 60 days the City may use the Surety bond to settle such claims.
3. Failure to resolve property owners claims as herein described may result in contract termination and disqualification from future bidding.

2.11 PAYMENT

A. Invoicing will be due on a monthly basis by the end of the month.

B. The City will pay Contractors within thirty (30) days of receipt of invoice based on the acre zone and or labor time report.

C. If any discrepancies exist between the invoice and the City's records, the determination of the City's will be final.

D. For all acre contracts, the job reports shall be prepared by the Inspector in advance of the work and turned over to the Contractor along with copies of the Assessor map books or other work reports. The Contractor uses the report as a work list and is to complete all necessary clearance returning completed reports and map books including photos to the Inspector.

E. The Inspector will verify the reported parcel clearances and return one copy of the job report to the Contractor. It will be the responsibility of the Contractor to furnish such supervision as is necessary to complete the paperwork and the scheduled field operations.

F. Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor, the Project Manager shall investigate any discrepancies and make the final determination.

2.12 WORK SCHEDULE

A. The City reserves the right to cancel or terminate any or all contracts in any zone anytime due to lack of work.

2.2 GENERAL SPECIFICATION SPECIFIC TO WEED AND BRUSH HANDWORK

2.2.1 PROPERTY TO BE CLEARED

A. Weeds and/or rubbish existing upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the contractor, shall be cleared using the hourly labor rate according to instructions and/or maps provided by the City.

B. Additional details on the properties or areas where the contractor may be asked to perform work will be provided in the detailed weed abatement spreadsheet. The spreadsheet will be made available after the City conducts lot inspections. If a contractor has questions about exactly where he or she is being asked to perform work, the Contractor should not proceed and seek clarification from the City Inspector.

C. Contractor will not be compensated for work done beyond what was assigned by the City.

2.2.2 VEHICLES AND MINIMUM EQUIPMENT FOR HANDWORK

A. Contractor shall provide power and hand tools of sufficient quantity and quality to handle the job, Examples of such hand tools are chainsaws, trimmer/brush cutters, and various hand tools. Unless otherwise specified in the handwork contracts section, the following equipment minimums apply:

1. Weed contracts:
   - Two (2) commercial chainsaws
   - Ten (10) commercial weed eaters

2. Contractor shall provide and assure usage of appropriate safety equipment as required by the State of California Division of Occupational Safety and Health (Cal/OSHA) for all hand crews, (i.e. hearing protection, helmets, boots, gloves, goggles, chaps, shin guards).

2.2.3 PROPERTIES CLEARED BY THEIR OWNERS

Upon arrival of the Contractor hand crew, if the parcel is found to be in <u>any stage of clearance or re-growth,</u> the Contractor shall not do any work until approved by the Inspector. The contractor should mark “partial clearance” on his or her work sheet <u>not</u> CBO (cleared by owner symbol).

2.2.4 PHOTOGRAPHIC DOCUMENTATION

A. Contractor shall provide a minimum of three (3) photos and no more than 10 (ten) photos per parcel and or area to indicate
    1. Condition prior to clearance.
    2. After the clearing operation has been completed.

B. Contractor shall indicate the parcel number or address, and the date on the photo. After photos shall be taken from the same location as the before photo, with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more photos may be required.

C. Photos shall be provided through the City of Rocklin's Collector App.

D. Failure to provide adequate photographic documentation may result in delays or denial of payment, and negative performance evaluations.

2.2.5 WEED AND BRUSH HANDWORK

A. Description of Work
"Weeds" when used in this context means plant growth comprised of annual weeds. This contract covers work on land that has weed, brush or a combination of weeds and brush in varying percentages. This may also include the removal of limbs, brush piles, trash and debris. Work is to be performed in accordance with the "*Standard for Maintenance of Vacant Parcels*".

B. What to Expect
Level lots, steep terrain and limited access may be encountered. Job sites may not be contiguous and are within close proximity to each other. In most cases, work will be performed without direct supervision from City personnel. Expect the majority of jobs to be all weeds and others to be both weeds and brush with brush being small percentages. Contractors may find that some of the assigned work may already have been done by property owners.

C. Time Period
Work can be requested at any time during the year but expect heavy requests for work during the period of May 15th through August 31st. High priority areas identified by the City must be complete by July 1st.

D. Bid Pricing for Weed and Brush Handwork
Interested bidders will be submitting prices for handwork by "acre price".

Acre pricing: will be determined by an acre rate provided by the contractor to do required handwork.

2.3 GENERAL SPECIFICATIONS SPECIFIC FOR TRACTOR DISCING

2.3.1 GENERAL EQUIPMENT SPECIFICATIONS

A. All tractors and power equipment with internal combustion engines must be equipped with a United States Forest Service approved type spark arrestor.

B. A fire extinguisher shall be required on each tractor. It must be Underwriters Laboratory approved, 10-pound, dry chemical, all-purpose ABC type to be mounted on each tractor, ready and available for use at all times. Fire extinguishers shall display current inspection tag throughout the term of the contract.

C. All trucks and trailers used for transportation of equipment must comply with Department of Transportation and State Public Utilities Commission Regulations.

D. Contractor shall provide at the job site, the necessary tools, spare parts, and equipment to allow the operator to make minor repairs and to keep contracted equipment operating and serviceable throughout the day.

2.3.2 EQUIPMENT OPERATORS, MAINTENANCE AND FIELD OPERATIONS

A. Contractor shall furnish a qualified and cooperative operator for all items of equipment including ability to load and unload equipment from the transport. If an operator is determined unqualified or uncooperative, the Inspector may halt the operation until a satisfactory replacement is furnished. Failure to provide a qualified and cooperative operator within a reasonable time, as determined by the Department, may result in termination of the contract or substitution of another contractor.

B. The Contractor shall have the necessary tools, repair parts, and equipment to make minor repairs in the field. Contractors shall perform routine maintenance, and make repairs to equipment on his or her own time.

C. During breakdown periods, the Contractor may substitute comparable equipment upon approval of the Inspector.

2.3.3 DISCING TRACTOR SPECIFICATIONS

A. Acceptable tractors, for contracts requiring tracklayer/crawler type tractors, will be of the Caterpillar D-4 class or equivalent including separate transport and trained, experienced operator for each tractor. The determination of tractor equivalency, if other than those specified in this contract, shall be made solely by the City and shall be in writing. In all cases, if not otherwise stated, tractors must have a S.A.E. net horsepower of 65 or more. **Equivalent tractors are as follows but are not limited to:**

<u>D-4 Class</u>
Caterpillar D-4D or D-4E
Case 850B
John Deere 650D, 650G, 650H
John Deere 550

B. Tractors must be equipped with United States Forest Service-approved spark arrestors and 10 lb. ABC all-purpose type dry chemical fire extinguisher. Tractors of the D-4 or equivalent class must have a minimum gauge (track center to track center) of not less than 54 inches and must be equipped with grousers (minimum of two (2) inches).

C. Rubber tire/wheeled tractors may be allowed in certain zone(s). Rubber tire tractors must be 4-wheel drive. All tires must be foam filled prior to and throughout the work process. **Equivalent wheel tractors include, but are not limited to:**

John Deere 6030 Series
Kubota M Series
Mid Size Motorgrader – must have approval from the City before using

2.4 ACRE DISCING

2.4.1 DESCRIPTION OF WORK

This contract is for acre discing of weeds. "Weeds" when used in this context means plant growth comprised of annual weeds. This contract covers work on land that has weeds, brush or a combination of weeds and brush in varying percentages. All work is to be performed in accordance with the STANDARDS FOR MAINTENANCE OF VACANT PARCELS.

2.4.2 DISCING TRACTOR # AND TYPE

One (1) D-4 class, track type tractor is required for this contract. A tractor blade is required.

2.4.3 WHAT TO EXPECT

Level lots, steep terrain and limited access may be encountered. Job sites may not be contiguous and are within close proximity to each other. In most cases, work will be performed without direct supervision from City personnel. Expect the majority of jobs to be all weeds and others to be both weeds and brush with brush being small percentages. Contractors may find that some of the assigned work may already have been done by property owners.

2.4.4 TIME PERIOD

Work can be requested at any time during the year but expect heavy requests for work during the period of May 15th through August 31st. High priority areas identified by the City must be complete by July 1st.

2.4.5 BID PRICING

Interested bidders will be submitting prices for tractor work by "acre price".

Acre pricing: will be determined by an acre rate provided by the contractor to do required tractor work utilizing the specified pieces of equipment.

2.5 GENERAL SPECIFICATIONS SPECIFIC FOR TRACTOR MOWING

2.5.1 DESCRIPTION OF WORK

This contract is for clearing/cutting of weeds using a Flail mower, "Weeds" when used in this context means plant growth comprised of annual weeds. This contract covers work on land that has weeds, brush or a combination of weeds and brush in varying percentages. Once cut the height should be three (3) inches or less. Work is to be performed in accordance with the "*Standard for Maintenance of Vacant Parcels".*

2.5.2 TRACTOR # AND TYPE
One (1) rubber tire midsized tractor with a minimum of 50 PTO hp and 540 rpm PTO and approved transport.

2.5.3 MOWER TYPE
Flail mower capable of cutting a 9-foot swath and equipped with either standard or coarse blades.

2.54 WHAT TO EXPECT
Level lots, steep terrain and limited access may be encountered. Job sites may not be contiguous and are within close proximity to each other. In most cases, work will be performed without direct supervision from City personnel. Expect the majority of jobs to be all weeds and others to be both weeds and brush with brush being small percentages. Contractors may find that some of the assigned work may already have been done by property owners.

2.5.5 TIME PERIOD
Work can be requested at any time during the year but expect heavy requests for work during the period of May 15th through August 1st. High priority areas identified by the City must be complete by July 1st.

2.5.6 BID PRICING
Interested bidders will be submitting prices for flail mower work by "acre price".

Acre pricing: will be determined by an acre rate provided by the contractor to do the required flail mower work.

PART 3 - STANDARDS FOR MAINTENANCE OF VACANT PARCELS

3.01 The required maintenance for vacant properties is based on the size of the parcel as listed below:

A. Vacant parcels, **five (5) acres or smaller,** shall be totally disced, mowed or hand cleared.

B. Larger than five (5) acres and smaller than twenty-five (25) acres require fire breaks of thirty (30) feet off property line or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot fire breaks to segment (checkerboard) the land into four (4) acre +/ - sections.

C. Larger than twenty-five (25) acres require fire breaks of thirty (30) feet off property line or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot firebreaks to segment (checkerboard) the land into five (5) acre + /- sections.

EXCEPTION: An approved fire access road plan may be substituted in lieu of five (5) acre segments. Any deviations from the standards above must be approved by the city prior to commencement of work.

3.02 Parcels under agricultural or pasture land uses require firebreaks of thirty (30) feet adjacent to all developed areas, fences or structures. The remainder of the property must be mowed or disced at time of harvest or have sufficient animals present to maintain the maximum height of combustible growth at six (6) inches. Once cut the height should be three (3) inches or less.

3.03 Firebreaks may be constructed by discing, mowing, or the use of a blade. The maximum height of combustible growth within a firebreak is four (4) inches. If a blade is used, the side boundaries of the break shall be leveled. Windrows are not permitted

3.04 Parcels shall be maintained to allow reasonable access for firefighting operations.

3.05 Rubbish and/or debris must be removed prior to any work on the property.

A. **Discing** – Discing shall include rototilling or cultivating. Discs shall be set at an angle sufficient to cut and bury the growth existing at the time.

B. **Mowing** – If this method is used, the mowing shall be done each time the combustible growth exceeds four (4) inches.

EXHIBIT B

Schedule of Performance

The first term of this agreement is for a term of three (3) years from January 1, 2024 – December 31, 2026. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. The performance of this agreement shall be followed as identified in Exhibit A.

EXHIBIT C

Schedule of Fees

Listed below are the yearly costs for weed abatement services for the first term of three (3) years. If the term of the contract is extended beyond the initial three (3) year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

Item No.	Item Description	Est. Acreage	Price Per Acre	January 2024 – December 2024	January 2025 – December 2025	January 2026 – December 2026
1	Hand Work	40	1250	50,000	52,000	52,000
2	Discing	20	700	14,000	15,000	15,000
3	Mowing	30	650	19,500	21,000	21,000
TOTAL				83,500	88,000	88,000

EXHIBIT D

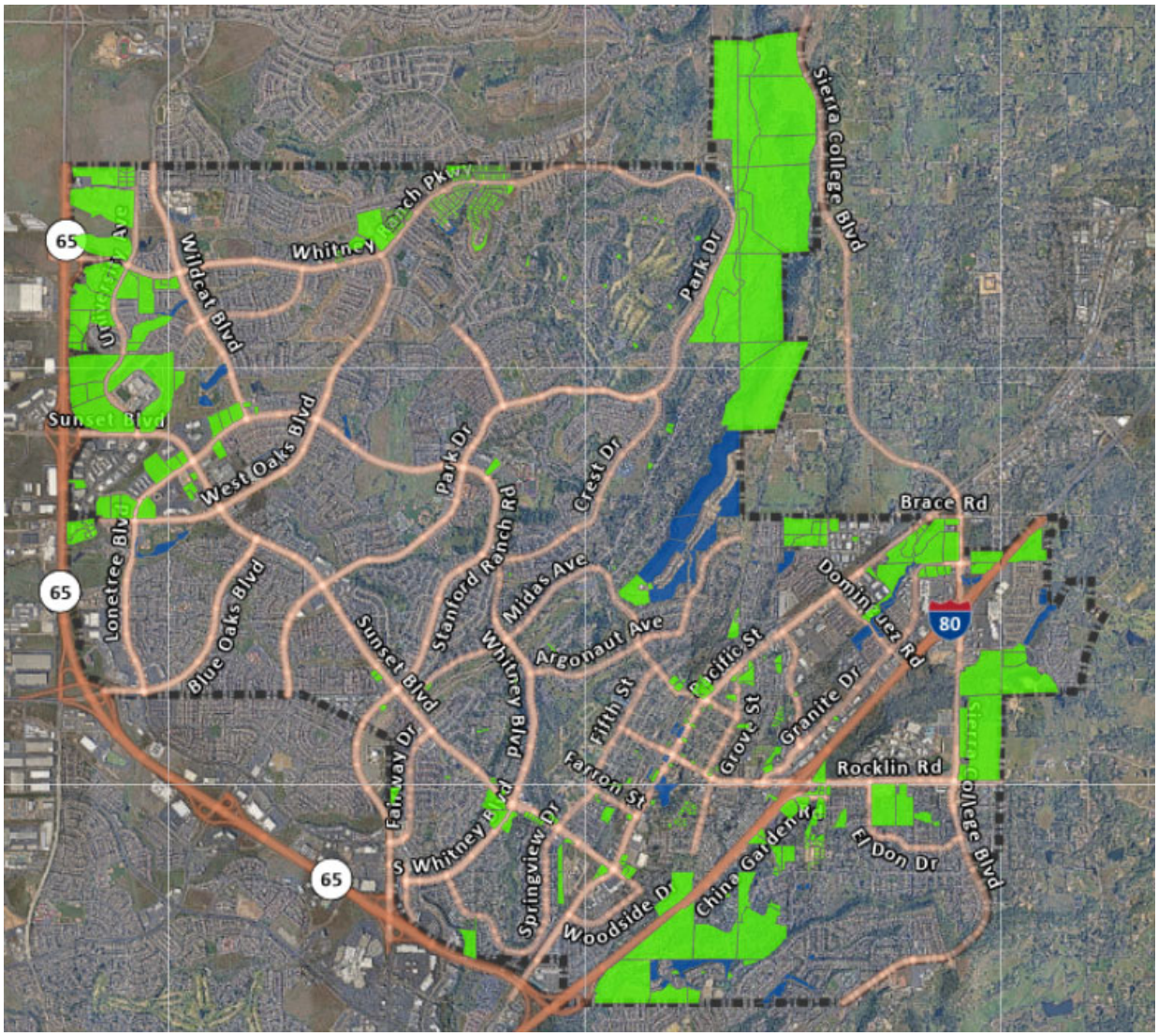
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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: _____
Miki Smith, CEO

Project Location Map
(2023 Parcels)



Project Location Map

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Weed and Rubbish Abatement	
DATE: November 15, 2023	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. DCS	$463,530.00	$	✓	
2. Northern State Contractors 1525 Fulton Ave Sacramento CA. 95825	$269,500.00	$	✓	
3.	$	$		
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Megan Bressem, Finance — Date: 11/15/23

Janette Hale, Deputy City Clerk — Date: 11/15/23

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of Two Chevrolet Silverado 1500 Fire Prevention Vehicles

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Two Chevrolet Silverado 1500 Fire Prevention Vehicles from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles From Winner Chevrolet.

Background:
Included in the Fiscal Year 2023/24 Operating Budget, adopted by the City Council on June 27, 2023 (Resolution No. 2023-109), was the purchase of two new Fire Prevention Vehicles.

Rocklin Municipal Code Section 3.04.090(C) authorizes the City to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding. The state's program provides local government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services (Attachment 2). These contracts are created through a competitive bid process that allows members to “piggyback” on the competitive bid contract, eliminating the need to complete the individual RFP/Bid process allowing the city to move quickly to secure services/equipment.

Pursuant to the state contract, Winner Chevrolet Inc. (Elk Grove) has issued quotes for the vehicles noted above for a total amount of $98,585 (rounded). Staff recommends the purchase vehicles from Winner Chevrolet pursuant to California Contracts No. 1-22-23-20D and No. 1-22-23-23D.

Fiscal Impact:
The total purchase cost for two vehicles is $98,585, exceeding the budgeted amount of $80,000. The additional funding will be provided through anticipated operational savings. If a budget amendment is needed it will be included in a future quarterly financial report.

ATTACHMENTS:
1. Resolution
2. Contract User Instructions

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE PURCHASE OF TWO CHEVROLET SILVERADO 1500 FIRE PREVENTION VEHICLES FROM WINNER CHEVROLET AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES FROM WINNER CHEVROLET

WHEREAS, the funds for two (2) Chevrolet Silverado Fire Prevention Vehicles, as identified in Exhibit A, were included in the Fiscal Year (FY) 23/24 Operating Budget on June 27, 2023; and

WHEREAS, staff has determined that it is in the City's best interest to purchase the equipment/vehicles from Winner Chevrolet using the California State Contracts #1-22-23-20D that provide member government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, Pursuant to Rocklin Municipal Code Section 3.04.090 under C-Cooperative purchasing/procurement and D-Piggyback purchasing which allow for the City to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, the total cost exceeds the budgeted amount in the amount of $15,585 (rounded); additional funds are available and a budget amendment may be necessary.

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

Section 1. The City Council hereby approves of the purchase of two (2) Chevrolet Silverado Fire Prevention Vehicles in the amount of $98,585 (rounded) currently identified in the FY 2023/24 Operating Budget.

Section 2. The City Council hereby approves and authorizes the City Manager to purchase the vehicles incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Exhibit A

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

Supplement 9

(Incorporates Supplements 1 – 9)

ISSUE AND EFFECTIVE DATE:	***09/28/2023***
CONTRACT NUMBER:	1-22-23-20 A through K
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Lithia Nissan of Fresno (1-22-23-20A) Ocean Honda (1-22-23-20B) Freeway Toyota (1-22-23-20C) Winner Chevrolet (1-22-23-20D) Elk Grove Auto (1-22-23-20E) Downtown Ford Sales (1-22-23-20F) Watsonville Fleet Group (1-22-23-20G) CA Car Group (1-22-23-20H) Riverview International (1-22-23-20I) Sacramento Truck Center (1-22-23-20J) Bonander Truck & Trailer (1-22-23-20K)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	**Contracts 1-22-23-20A-G, I, & J** Eugene Shemereko 279-946-8028 Eugene.Shemereko@dgs.ca.gov **Contracts 1-22-23-20H & K** Frank Martin 279-946-8035 Frank.Martin@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:
Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
9	➢ ***Updated Contractor for 1-22-23-20A*** ➢ ***Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 9***	***9/28/2023***
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8 ➢ Updated State Contract Administrator information.	08/04/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	07/28/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023
5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2*	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

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Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

1. SCOPE

The State's contracts provide Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-20 A - K. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Lithia Nissan of Fresno	1-22-23-20A	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Ocean Honda	1-22-23-20B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota	1-22-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-20D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-20E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-20F	Sandra Scott	(916) 442-9631	sandrascott@pricesimms.onmicrosoft.com
Watsonville Fleet Group	1-22-23-20G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
CA Car Group	1-22-23-20H	Richard M. Slad	(925) 560-4465	RichardMS@cacargroup.com
Riverview International Trucks	1-22-23-20H	Jason Farrell	(916) 371-3110	jasonf@riverview-trucks.com
Sacramento Truck Center	1-22-23-20H	Dean Needham	(916) 286-2013	dneedham@sacramentotruck.com
Bonander Truck & Trailer	1-22-23-20H	Steve Mannion	(916) 747-6151	Cme4GMC@hotmail.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20A	U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

Contract (Mandatory) 1-22-23-20 A-K
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ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-20F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@pricesimms.onmicrosoft.com
Contract # 1-22-23-20G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-20H	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com
Contract # 1-22-23-20I	U.S. Mail: Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 372-8541	Email: jasonf@riverview-trucks.com
Contract # 1-22-23-20J	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2085	Email: dneedham@sacramentotruck.com
Contract # 1-22-23-20K	U.S. Mail: Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382 Attn: Steve Mannion	Facsimile: (209) 634-4965	Email: Cme4GMC@hotmail.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor's place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator **(Contracts 1-22-23-20A-G, I, & J)**	DGS/PD Contract Administrator **(Contracts 1-22-23-20H, & K)**
Contact Name:	Eugene Shemereko	Frank Martin
Telephone:	(279) 946-8028	(279) 946-8035
Facsimile:	NA	NA
Email:	Eugene.Shemereko@dgs.ca.gov	Frank.Martin@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	**Lithia Nissan of Fresno** Contract # 1-22-23-20A	**Ocean Honda** Contract # 1-22-23-20B
Contact Name:	Pat Ireland	Pat Ireland
Telephone:	(559) 707-5735	(559) 707-5735
Facsimile:	(559) 961-4601	(559) 961-4601
Email:	patireland1962@yahoo.com	patireland1962@yahoo.com
Address:	Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 9***

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-20C	**Winner Chevrolet** Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-20E	**Downtown Ford Sales** Contract # 1-22-23-20F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@pricesimms.onmicrosoft.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-20G	**CA Car Group** Contract # 1-22-23-20H
Contact Name:	Yesenia Covarrubias	Richard M. Slade
Telephone:	(626) 457-5590	(925) 560-4465
Facsimile:	(626) 457-5593	N/A
Email:	yesenia@watsonvillefleetgroup.com	RichardMS@cacargroup.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	CA Car Group 4200 John Monego Ct Dublin, CA 94568

Dealer Contact Information	**Riverview International Trucks** Contract # 1-22-23-20I	**Sacramento Truck Center** Contract # 1-22-23-20J
Contact Name:	Jason Farrell	Dean Needham
Telephone:	(916) 371-3110	(916) 286-2013
Facsimile:	(916) 372-8541	(916) 286-2085
Email:	jasonf@riverview-trucks.com	dneedham@sacramentotruck.com
Address:	Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

Dealer Contact Information	**Bonander Truck & Trailer** Contract # 1-22-23-20K
Contact Name:	Steve Mannion
Telephone:	(916) 747-6151
Facsimile:	(209) 634-4965
Email:	Cme4GMC@hotmail.com
Address:	Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)

- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-20 A – G and K include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-20I includes a $200 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-20 H & J offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS

$Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Lithia Nissan of Fresno	97163762
Ocean Honda	101-652579
Freeway Toyota of Hanford	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto	100-197237
Downtown Ford	28600344
Watsonville Fleet Group	245364864 101-135239
CA Car Group	100-214737
Riverview International	101-079519
Sacramento Truck Center	97724353
Bonander Truck & Trailer	28-093997

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly

scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing ***Supplement 9****
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: ADA Ramp Upgrades and Concrete Services Change Order No. 1

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services
Rick Lawrence, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with PBM Construction Inc. for the ADA Ramps and Concrete Construction Services Agreement.

Background:
On September 28, 2021, the City Council adopted Resolution No. 2021-169 authorizing the City Manager to execute the Construction Agreement (Agreement) for the ADA Ramps & Concrete Services with PBM Construction, Inc. These services consist of the construction/retrofit of Americans with Disabilities Act (ADA) ramps and concrete services such as the construction of sidewalks, and concrete flatwork throughout the city. The initial period of the agreement was for one year with the option to renew it for two additional years at the City's discretion, and it is currently in its third year.

In addition to bringing various ADA ramps and sidewalks throughout the city into compliance under the ADA, anytime the profile of the roadway is altered, all existing ADA curb ramps must be brought into compliance. These ramps along with any additional construction/retrofit services are scheduled to occur prior to the start of the projects to prevent disturbing newly resurfaced roadways after the fact. In order to accommodate the scheduled road resurfacing projects and necessary ADA ramp and construction services, a change order to increase in the agreement amount for Fiscal Year 2023/24 from $249,500 to $315,000 is needed.

Fiscal Impact:
Change Order No. 1 brings the contract cost to $315,000, which exceeds the budgeted amount; therefore, a budget amendment is necessary and will be included in the next quarterly report. Sufficient funds are available in the SB325 Gas Tax Fund (210) balance to support the recommended budget amendment.

ATTACHMENTS:
1. Resolution with Exhibit A - Change Order No. 1

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH PBM CONSTRUCTION, INC. FOR THE ADA RAMPS AND CONCRETE SERVICES CONSTRUCTION AGREEMENT

WHEREAS, the ADA Ramps and Concrete Services Construction Agreement was approved by the City Council on September 28, 2021, to provide construction/retrofit of American Disability Act (ADA) ramps and concrete services such as the construction of sidewalks, and concrete flatwork throughout the city; and

WHEREAS, the initial period of the agreement was for one year with the option to renew it for two additional years at the City's discretion, and it is currently in its third year with a budgeted amount of $249,500; and

WHEREAS, these construction/retrofit services are used throughout the City and under the ADA, anytime the profile of the roadway is altered, all existing ADA curb ramps must be brought into compliance; and

WHEREAS, after review of the upcoming road resurfacing project staff estimates that a Change Order in the amount of $65,500 to accommodate the scheduled road resurfacing projects and will require Change Order No. 1, increasing the budgeted amount of $249,500 by $65,500 to $315,000;

WHEREAS, while sufficient funds are available in SB325 Gas Tax Fund (210) to accommodate this increase.

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. 1 to the budgeted amount for ADA Ramps and Concrete Services to the existing contract attached hereto as Exhibit A.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
_ , Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CHANGE ORDER

CHANGE ORDER NO.: 1	**PROJECT NAME: ADA Ramps & Concrete Services**
DATE OF ISSUANCE: 12/12/2023	**CONTRACTOR:** PBM Construction, 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.

JUSTIFICATION:

-Increase contract amount by $65,500 for a total of $315,000 to accommodate additional ADA Ramp and construction services for upcoming scheduled road resurfacing projects.

CHANGE TO CONTRACT PRICE	CHANGE TO CONTRACT TIME
Original Contract Price: $249,500	Original Contract Time: July 1, 2023 to June 30, 2024, 365 Calendar Days
Current Contract price, as adjusted by previous change orders: $249,500	Current contract time, as adjusted by previous change orders: 0 business days
The Contract Price due to this Change Order will be increased by $65,500	The Contract Time due to this Change Order will be increased by 0 business days.
The new Contract Price due to this Change Order will be: $315,000	The new Contract Time due to this Change Order will be July 1, 2023 to June 30, 2024, 365 Calendar Days

NOTE: TO BE EFFECTIVE, THIS ORDER MUST BE APPROVED BY THE CITY MANAGER OR HER DESIGNEE

Requested by: Rick Lawrence, Public Services Manager	Approved by: _____ Aly Zimmerman, City Manager

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: _____ PBM Construction, Inc..	Date:_____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment to Lease Agreement for City of Rocklin Police Substation

Date: December 12, 2023

Submitted By: Scott Horrillo, Captain
Rustin Banks, Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute an Amendment to the Lease Agreement with Smithway Rocklin, LLC, Successor In Interest to Smithway Associates, Inc.

Background:
On November 8, 2022, City Council approved a one-year lease agreement for a Police Substation pilot program in a commercial retail space near the intersection of Lonetree Boulevard and Blue Oaks Boulevard (6827 Lonetree Boulevard Suite 101A). The pilot program was intended to measure any positive or negative impacts that the substation would bring to the north-western portion of the city. One goal with this project was to reduce response times of priority I, II and III calls for service that are furthest from the main Police Department location on Rocklin Road, primarily Beat 4. The Police Department compared response times from May 1 – October 17 in 2022 to same time period in 2023. The average response time for beat 4 in 2022 was 9:41 (minutes:seconds) versus the average response in 2023 at 8:29, a difference of 1:12. This increased level of service can be attributed to the substation as there have not been similar decreases in any other beat city-wide.

A second indicator of benefit to the Police Department involved employee usage. When officers were asked about their experiences with the substation, across the board they stated it is a great asset and helps them with their daily work load. A few of the officers stated that once they leave the Police Department primary location at the beginning of their shift they seldom need to return until the end of their shift. If they need a place to work, they can do most of their police business from the substation. The substation allows officers to stay closer to their calls for service.

Police Department units spend time at the substation for a variety of purposes, including patrol briefings, investigation unit meetings, COPPS Team meetings, school resource officer meetings, and traffic unit meetings. The substation's main room is also large enough that multiple employees can participate in on-line or video meetings and trainings.

As the sunset date for the pilot program lease approaches, staff recommends that the City Council approve the amendment to the lease and renew the space for the substation. It has shown to bring many benefits to the city and employees at a relatively low cost. The lease extension is for an additional 12 months (through December 2024), with all other lease terms remaining the same.

Fiscal Impact:

The Fiscal Year 2023/24 Operating Budget includes $12,000 in funding for January 2024 to June 2024. If the recommendation is approved, the additional funding needed for substation leasing will be included in future annual operating budgets.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - 6827 Lonetree Ste 101A - Amendment 1

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH SMITHWAY ROCKLIN, LLC SUCCESSOR IN INTEREST TO SMITHWAY ASSOCIATES, INC.

WHEREAS, On November 8, 2022, City Council approved a Police Substation pilot program which involved occupying a commercial retail space near the intersection of Lonetree Blvd. and Blue Oaks Blvd; and

WHEREAS, the pilot program has been deemed a success with reduced responses times in beat 4 and high utilization rate of the substation by police officers and other members of law enforcement; and

WHEREAS, staff recommends the City continue leasing commercial retail space located at 6827 Lonetree Boulevard, Suite D101A, Rocklin, CA for the Rocklin Police Substation.

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

Section 1. The City Council of the City of Rocklin hereby authorizes the City Manager to execute the First Amendment to the Lease Agreement with Smithway Rocklin, LLC successor in interest to Smithway Associates, Inc. attached hereto as Exhibit "A".

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**First Amendment**") is made and entered into as of December 12, 2023 **(the "Effective Date")**, by and between **Smithway Rocklin, LLC**, a California limited liability company, successor in interest to Smithway Associates, Inc., a California corporation ("**Landlord**"), and **Rocklin Police Department** ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement (Office) dated as of December 1, 2022, concerning certain premises ("**Premises**") located at 6827 Lonetree Blvd, Suite 101A, Rocklin, California, and more particularly described in the Lease.

B. Landlord and Tenant desire to modify the Lease as set forth in this First Amendment, which modifications shall be deemed effective as of the date of this First Amendment as indicated above.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Lease and agree as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined in this First Amendment, but defined in the Lease, shall have the same meaning in this Amendment as in the Lease.

2. Modifications. Landlord and Tenant hereby agree that the Lease shall be modified and/or supplemented as follows:

(a) **Section 3.1 - Term.** Landlord and Tenant mutually agree that the Term of the Lease shall be extended thirteen (13) months to expire December 31, 2024 ("First Extension Term"). After the First Extension Term expires, Landlord and Tenant agree that the Term shall be month to month thereafter with a bilateral right to terminate with thirty (30) days' notice.

(b) **Section 5.3 - Additional Rent**. Landlord and Tenant agree Landlord waived the Additional Rent due for the first month of the Term (December, 2022).

3. Miscellaneous.

(a) Effect of Amendments. Except to the extent the Lease is modified by this First Amendment, the remaining terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall prevail.

(b) Entire Agreement. This First Amendment embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an instrument in writing signed by Landlord and Tenant.

(c) Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one in the same First Amendment.

(d) Corporate and Partnership Authority. If Tenant is a corporation or partnership, or is comprised of either or both of them, each individual executing this First Amendment for the corporation or partnership represents that he or she is duly authorized to execute and deliver this First Amendment for the corporation or partnership and that this First Amendment is binding upon the corporation or partnership in accordance with its terms.

(e) Attorney's Fees. The provisions of the Lease respecting payment of attorney's fees shall also apply to this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first set forth above.

LANDLORD:

By: _____
Name: _____
Its: _____
Date _____

TENANT:

By: _____
Name: Aly Zimmermann
Its: City Manager
Date _____

APPROVED AS TO FORM:
By: _____
Name: Daniel Cucchi
Its: Interim City Attorney
Date _____

ATTEST:
By: _____
Name: Haley Reid
Its: Acting City Clerk
Date _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Office of Traffic Safety (OTS) Grant for Selective Traffic Enforcement Program (STEP)

Date: December 12, 2023

Submitted By: Andrew Barrington, Officer
Neil Costa, Lieutenant
Rustin Banks, Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Submission of Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP).

Background:
The State of California Office of Traffic Safety (OTS), through grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), annually funds over $80 million dollars in innovative, evidence-based education and enforcement programs and technologies designed to make California's roadways safer. OTS works with approximately 300 state and local agencies to make the most effective use of federal grant program funds. The OTS mission is to effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.

On January 25, 2023 the Rocklin Police Department submitted a Grant Application to OTS for the Selective Traffic Enforcement Program (STEP). The application complied with the guidance provided in the California Office of Traffic Safety Grant Program Manual.

The application highlighted specific traffic accident primary collision factors and other influences that lead to fatal and/or injury collisions in Rocklin:

- 24% red light violations
- 19% unsafe speed
- 12% driving under the influence

In addition, it documented Rocklin's increase in cell phone citations due to distracted drivers by approximately 5% year over year. In 2022, Rocklin Police Officers issued 460 cell phone citations.

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

to address these factors and other influences. Rocklin's Grant performance measures will include:

- Ten (10) Safety and/or Awareness Campaigns
- Two (2) personnel become POST-certified NHTSA Standardized Field Sobriety Testing
- Two (2) personnel become POST-certified NFTSA Advanced Roadside Impaired Driving Enforcement
- Two (2) Driving Under the Influence (DUI) check points
- Ten (10) DUI Saturation Patrol operations
- Twelve (12) Traffic Enforcement operations related to traffic accident primary collision factors
- Eight (8) Distracted Driving operations
- Two (2) Motorcycle Safety Enforcement Operations
- One (1) Pedestrian and Bicyclist Safety Operation
- Two (2) Traffic Safety educational presentations
- One (1) personnel attend DUI Checkpoint Planning and Management training

On July 14, 2023, the authorizing officer of the Office of Traffic Safety tentatively approved the City's submittal, and on November 1, 2023, the Office of Traffic Safety approved this grant application for the full amount.

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

Fiscal Impact:

This grant funding does not require a City match and there is no impact to the City General Fund. If the grant is accepted, a budget amendment in the amount of $75,000 in Fiscal Year 2023/24 Operating Budget in the Police Department Grant Fund (244) will be necessary to account for and administer the grant, and will be incorporated in the next Quarterly Financial Report.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Grant Agreement

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
RATIFYING THE OFFICE OF TRAFFIC SAFETY (OTS) GRANT APPLICATION AND AWARD FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

WHEREAS, the State of California Office of Traffic Safety (OTS) through grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), OTS annually funds over $80 million dollars in innovative, evidence-based education and enforcement programs and technologies designed to make California's roadways safer; and

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

WHEREAS, on January 25, 2023 Rocklin Police Department submitted a Grant Application to OTS for the Selective Traffic Enforcement Program (STEP). The application complied with the guidance provided in the California Office of Traffic Safety Grant Program Manual; and

WHEREAS, on November 1, 2023 the authorizing officer of the Office of Traffic Safety accepted the City's submittal; and

WHEREAS, on November 1, 2023 the Office of Traffic Safety approved our grant for the full amount.

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

Section 1. The City Council of the City of Rocklin hereby ratifies the submission of Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP) and accepts the award in the amount of $75,000 with the specific terms of the agreement for the period of October 1, 2023 through September 30, 2024 and authorizes the Chief of Police or his/her designee to sign subsequent amendments up to 10 percent, consistent with the application's subject matter and scope of work, with City Attorney and Chief Financial Officer concurrence.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Rocklin

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Rocklin Police Department

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

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

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

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

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

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

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Neil Costa
TITLE: Lieutenant
EMAIL: neil.costa@rocklin.ca.us
PHONE: (916) 316-9331
ADDRESS: 4080 Rocklin Road
Rocklin, CA 95677

Neil Costa (Oct 26, 2023 20:39 MDT) — Oct 26, 2023
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Rustin Banks
Chief of Police
rustin.banks@rocklin.ca.us
(916) 625-5400
4080 Rocklin Road
Rocklin, CA 95677

R. Banks (Nov 1, 2023 10:33 PDT) — Nov 1, 2023
(Signature) *(Date)*

C. FISCAL OFFICIAL

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

Daniel Choe (Nov 1, 2023 08:49 PDT) — Nov 1, 2023
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Barbara L. Rooney — Nov 1, 2023
(Signature) *(Date)*

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

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	$14,280.00
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	$11,220.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	$27,720.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	$21,780.00
				AGREEMENT TOTAL		**$75,000.00**

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

AMOUNT ENCUMBERED BY THIS DOCUMENT
$75,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE
Carolyn Vu (Nov 1, 2023 10:35 PDT)	Nov 1, 2023	**$75,000.00**

1. PROBLEM STATEMENT

The City of Rocklin is a rapidly growing, primarily residential community of approximately 73,000 people. It is bordered to the north by Loomis and Lincoln and to the south and west by Roseville. There are two major freeways, Interstate 80 and Highway 65, which run through the city with numerous exits into Rocklin. There are 21 highly ranked public schools, with the newest just opening in August of 2022. These generate heavy morning and afternoon pedestrian and vehicular traffic. The schools accept students from neighboring cities, which further increases the traffic volume during those times. Sierra Community College, which hosts approximately 20,000 students per year at their Rocklin Campus, generates significant weekday traffic. There are several major commercial stores on the northeast end of the city, in close proximity to I-80, including a Bass Pro Shop, Walmart Superstore, and a Target which draws a significant amount of traffic to the area during both weekdays and weekends. A nearby casino just outside of the city limits is a major area tourist attraction off of Highway 65 bringing vehicular traffic from all over the state into the northwest side of Rocklin.

The Rocklin Police Department's Traffic Unit once consisted of three officers and a sergeant. During the economic recession of the late 2000s, the Traffic Unit was reduced to just two officers. In 2021, the Department began rebuilding the traffic unit with a new sergeant, two traffic officers, and plans for more in the near future.

Placer County has largely returned to normal from the COVID lockdowns of prior years, and we have seen a return to normalcy in terms of traffic patterns. For the first time in six years, speed slipped from the number one cause for injury crashes to the number two spot. Failure to stop for red lights became the number one cause for injury crashes in Rocklin representing 24% of all injury crashes. Many of these red light crashes occurred in the previously mentioned commercial area housing Target, Walmart, Bass Pro, etc. As Rocklin has continued to grow, both in population, and with major commercial establishments, we have seen more traffic from outside of Rocklin traveling to our city.

Despite slipping to second place, speed remains the most common traffic complaint from our residents, and still represents the cause of approximately 19% of all injury crashes. Furthermore, speed was found to be a contributing factor in two fatal crashes that occurred in October of 2022. And since as speed increases, so does the probability of injury and death when a vehicle is involved in a crash, speeding remains a primary concern for our department.

Our local date showed that DUI crashes were third to the above two PCFs, causing 12% of all injury crashes. The majority of DUI crashes occurred on the major arterial roads through Rocklin and those leading to and from the freeways.

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

2. PERFORMANCE MEASURES

A. Goals:

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

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

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

13. Participate in highly visible collaborative DUI Enforcement operations.	2
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1

3. METHOD OF PROCEDURE

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

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

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

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

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

Media Requirements

The following requirements are for all grant-related activities:

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

approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

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

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

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

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

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$42,000.00
402PT-24	20.600	State and Community Highway Safety	$33,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-24	$10,400.00	2	$20,800.00
DUI Saturation Patrols	164AL-24	$1,440.00	10	$14,400.00
Collaborative DUI Enforcement	164AL-24	$1,440.00	2	$2,880.00
Traffic Enforcement	402PT-24	$720.00	12	$8,640.00
Distracted Driving	402PT-24	$720.00	8	$5,760.00
Motorcycle Safety	402PT-24	$720.00	2	$1,440.00
Pedestrian and Bicycle Enforcement	402PT-24	$720.00	1	$720.00
Collaborative Traffic Enforcement	402PT-24	$720.00	2	$1,440.00
Traffic Safety Education	402PT-24	$180.00	2	$360.00
Category Sub-Total				$56,440.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	$3,640.00	1	$3,640.00
				$0.00
Category Sub-Total				$3,640.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Lidar Device	402PT-24	$2,500.00	3	$7,500.00
DUI Checkpoint Supplies	164AL-24	$3,920.00	1	$3,920.00
Computer or Tablet	402PT-24	$3,500.00	1	$3,500.00
Category Sub-Total				$14,920.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$75,000.00**

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

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

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

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

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

GENERAL REQUIREMENTS

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

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

NONDISCRIMINATION

(applies to all subrecipients as well as States)

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

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

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

GENERAL ASSURANCES

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

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

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

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

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

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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

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

The Subgrantee will provide a drug-free workplace by:

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

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

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

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

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

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

GENERAL REQUIREMENTS

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

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

DISCLOSURE REQUIREMENTS

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

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

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

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT24163
Agency Name:	Rocklin Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$75,000.00
Authorizing Official:	Rustin Banks
Fiscal Official:	Daniel Choe
Grant Director:	Neil Costa

CURRENT GEMS USER(S)

1. Andrew Barrington
Title: Officer — Media Contact: No
Phone: (916) 625-5400 ext 5821
Email: andrew.barrington@rocklin.ca.us

2. Neil Costa
Title: Lieutenant — Media Contact: No
Phone: (916) 316-9331
Email: neil.costa@rocklin.ca.us

3. Angela Doyle
Title: Senior Accountant — Media Contact: No
Phone: (916) 625-5033
Email: angela.doyle@rocklin.ca.us

4. Zachary Lewis
Title: Office — Media Contact: No
Phone: 9166255439
Email: zachary.lewis@rocklin.ca.us

5. Karen Smith
Title: Adminstrative Analyst — Media Contact: No
Phone: 916-625-5363
Email: karen.smith@rocklin.ca.us

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Neil Costa (Oct 19, 2023 14:43 PDT)	Date: Oct 19, 2023

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Neil Costa (Oct 26, 2023 20:39 MDT)	Neil Costa
Signature	Name
Oct 26, 2023	Grant Director
Date	Title

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: West Oaks Apartments / Design Review, DR2022-0010, Tentative Parcel Map, DL2023-0001 and Environmental, ENV2022-0002

Date: December 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager
Nathan Anderson, Senior Planner

Department: Community Development

Recommendation:

A. Conduct a Public Hearing to Consider Testimony.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration Of Environmental Impacts (West Oaks Apartments / ENV2022-0002).
C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Tentative Parcel Map (West Oaks Apartments / DL2023-0001).
D. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (West Oaks Apartments / DR2022-0010).

Background:

The staff report for this item is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:

1. Staff Report
2. Resolution A - Mitigated Negative Declaration of Environmental Impacts
3. Resolution B - Tentative Parcel Map
4. Resolution B - Exhibit A - Tentative Map
5. Resolution C - Design Review
6. Resolution C - Exhibit A - Design Review

City Council Report

Subject:	West Oaks Apartments Design Review, DR2022-0010 Tentative Parcel Map, DL2023-0001 Environmental, ENV2022-0002
Date:	December 12, 2023
Submitted By:	David Mohlenbrok, Director of Community Development Bret Finning, Planning Services Manager Nathan Anderson, Senior Planner
Department:	Community Development

Recommendation:

The Planning Commission and staff recommend approval of the following:

A. A Resolution of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration Of Environmental Impacts (West Oaks Apartments / ENV2022-0002)

B. A Resolution of the City Council of the City of Rocklin Approving a Tentative Parcel Map (West Oaks Apartments / DL2023-0001)

C. A Resolution of the City Council of the City of Rocklin Approving a Design Review (West Oaks Apartments / DR2022-0010)

Proposal/Application Request:

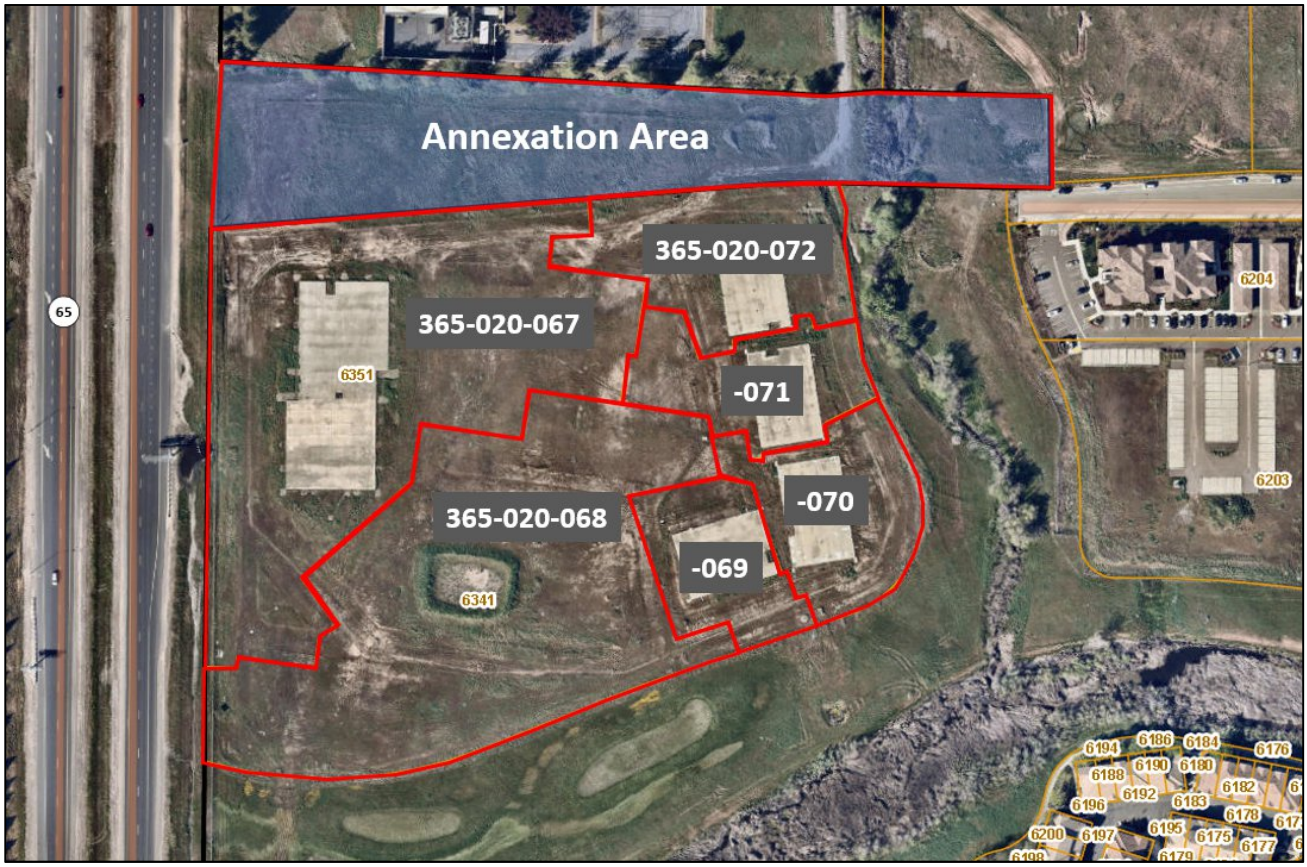
The project is a request for approval of a Design Review (DR2022-0010) to construct a multifamily development on approximately 15.9 gross acres. The development would be comprised of 371 units of market-rate rental housing. The development would consist of 15 three-story walk-up buildings, two (2) four-story apartment buildings with elevators and rooftop patios, and a one-story clubhouse with an outdoor pool, as well as associated parking and landscaping.

The project also includes a Tentative Parcel Map (DL2023-0001) to abandon existing access and utilities easements and merge the six (6) existing parcels comprising the project site into three (3) individual parcels for phasing and financing purposes.

Project Location:

The project site is approximately 15.9 gross acres located west of the terminus of West Oaks Boulevard, east of Highway 65. The site consists of six (6) parcels totaling 12.5 acres located within the incorporated Rocklin City Limits (Assessor Parcel Numbers [APNs] 365-020-067, -068, -069, -070, -071, and -072) as well as an approximately 3.4-acre parcel, formerly part of the Caltrans right-of-way, located north of, and adjacent to, the other parcels. That piece, which is not currently within the incorporated boundaries of the City of Rocklin, has not yet been assigned an APN by the County. An annexation application is currently being processed to bring the parcel into the City of Rocklin. (Figure 1).

Figure 1. Project Location



Project Applicant and Ownership:

The property owner is Black Iris Properties. The applicant is HRG Architects.

Summary of Planning Commission Hearing and Action:

On November 7, 2023, the Planning Commission (Commission) considered the proposed project. Following a presentation from staff and a statement from the applicant, the Commission stated that there was concern about the City's Regional Housing Needs Assessment (RHNA) numbers, as the approval of the project would cause a shortfall in the number of sites needed to accommodate Rocklin's Lower Income Category RHNA obligation (see SB 166 section below). However, the

Commission said that it understood that staff was going to work toward eliminating this shortfall early in 2024.

There was also some discussion about the phasing of the project with regard to the clubhouse. In the Planning Commission staff report and at the meeting, staff expressed some concern about the deferral of construction of the clubhouse building, swimming pool, and other common amenities until Phase 3. Based on the plan provided, these amenities would not be constructed until eight residential buildings totaling 78 units have already been built. While there are no specific requirements in the Rocklin Municipal Code or other adopted documents which require construction of these amenities concurrently or prior to construction of the residential units, staff indicated that it was seeking direction from the Planning Commission with regard to this timing.

The project team addressed this issue and stated that it would not be financially feasible to construct the clubhouse with the first phase. They stated that, because of their obligations to construct the bridge to access the site, it is imperative that these project units be constructed and occupied to allow for generation of funding prior to constructing the clubhouse and other site amenities. The project team noted that this initial vertical construction phase anticipates 21% completion of the entire project. The subsequent phase would construct the clubhouse as the first building. This strategy aligns with the preferred plan in market-rate apartment development, where the construction of the clubhouse is commonly deferred until after the initial phase of apartment occupancy. The Commission stated that it understood the applicant's position and did not direct staff to modify any conditions of approval to require the clubhouse as part of an earlier phase.

Following this discussion with the applicant, the Commission opened the public hearing. There were no public comments. The Commission then closed the public hearing and began deliberations. The Commission stated that, regardless of the fact that the project is not proposing any affordability, the project is well designed and fits very nicely into the University Architectural District. The Commission voted 3-0 (two members absent) to recommend approval of the project to the City Council.

Site Background:

The incorporated portion of the project site is located within the boundaries of the Sunset West General Development Plan area, which was annexed into the City of Rocklin in 1991. In 2005, the Atherton Center was approved by the City Council, which allowed for a Tentative Parcel Map (DL-2004-08) and Design Review (DR-2004-24) to construct six office buildings totaling 543,478 square feet on the 12.5 total acres. Construction commenced in 2005, and several foundations and a drainage basin were constructed. However, this construction was halted due to financial issues. The project has been idle ever since. The Atherton Center included a bridge over the unnamed tributary to Pleasant Grove Creek, which is still the primary point of access for the project site. The approved bridge design and plans are now being processed as its own separate project through the City of Rocklin Engineering Division's Improvement Plan process. The bridge construction must be completed to the satisfaction of the City Engineer prior to the approval of any building permits for the project.

In May 2022, as part of the West Oaks Regional Housing Needs Assessment (RHNA) project, the site was redesignated from Business Professional/Commercial/Light Industrial (BP/C/LI) to High Density

Residential (HDR) and was rezoned from Planned Development Business Professional /Commercial /Light Industrial (PD-BP/C/LI) to Planned Development, 24 Units Per Acre Minimum (PD-24+) in order to be consistent with State housing requirements, including Senate Bill 330.

In the late 2010's Caltrans declared an approximately 3.4-acre area (shown in Figure 1), formerly part of the Caltrans Highway 65 right-of-way, to be surplus. The property was originally acquired by Caltrans when Highway 65 was constructed to potentially accommodate a street overcrossing of the freeway, but the overcrossing ultimately proved to be unnecessary. In 2022, a deed was recorded creating the surplus property as a separate parcel and transferring ownership to a private entity, Black Iris Properties, the applicant for the proposed West Oaks Apartments project.

The former Caltrans parcel is not currently within the incorporated boundaries of the City of Rocklin. The owners, Black Iris Properties, have filed an application to annex the property into the City of Rocklin. The annexation application is being processed separately from the apartment design review and parcel map applications and is expected to be considered by the Placer County Local Agency Formation Commission (LAFCO) in 2024. The annexation process will include applying General Plan land use and Zoning designations to the property to match those of the rest of the project site.

Site Characteristics:

The project site is located in the northwest portion of Rocklin at the terminus of West Oaks Boulevard, east of State Route 65. The project site encompasses approximately 15.9 total acres in a roughly square shape. The site is mostly vacant, and is covered with annual grassland. Riparian areas and an intermittent stream are adjacent to the south and eastern boundaries of the property.

Five concrete building pads were constructed in 2007 and then abandoned as part of the previously mentioned Atherton Center. These building pads occupy approximately 2.0 acres. The site also contains numerous other partially completed infrastructure features including storm and sewer lines, manholes, storm drain inlets, underground electrical conduit stubs, etc. The site is maintained through frequent mowing and vegetation is kept low and minimal. The property also contains an above ground storm water detention basin. These existing manmade features are proposed to be abandoned and removed as part of the site development.

Surrounding properties to the north of the project site include existing businesses within the Atherton Tech Center Business Park. Recreation Conservation property associated with an unnamed tributary to Pleasant Grove Creek is located to the south and to the east, with the James Apartments located beyond. The Arroyo Vista Apartments are located to the southeast. To the northeast is the Lonetree Apartments project (Phases 1 and 2), which was recently approved by the Rocklin City Council. To the west is State Route 65, with unincorporated Placer County uses located beyond. See Table 1 and Figure 2 for surrounding land uses.

Table 1. Surrounding Uses

	Current Use	Current General Plan / Zoning
Project Site	Vacant	High Density Residential (HDR) / Planned Development, 24 Units Per Acre Minimum (PD-24+)
North	Unincorporated / Office Buildings	Unincorporated Placer County / Light Industrial (LI) / Planned Development Light Industrial (PD-LI)
South	Vacant	Recreation Conservation (R-C) / Open Space (OS)
East	Vacant	Recreation Conservation (R-C) / Open Space (OS) HDR and Planned Development, 18 Units Per Acre (PD-18)beyond
West	SR-65 / Unincorporated	Unincorporated Placer County

Figure 2. Current General Plan/Zoning



General Plan and Zoning Compliance:

As previously discussed, the project site was redesignated and rezoned in 2022 as part of the West Oaks RHNA project. The portions of the site already within the City limits have a General Plan designation of High Density Residential (HDR), which requires a minimum of 15 dwelling units per acre. The portions of the site already within the City limits are zoned Planned Development, 24 Units Per Acre Minimum (PD-24+) within the Sunset West General Development Plan.

While the total site is approximately 15.9 gross acres in size, 0.72-acre of this property, the northern/eastern portion of the annexation area, is located within the creek corridor and are therefore unbuildable. The net developable acreage is 15.18 acres. With 371 units on 15.18 net acres, the project density is approximately 24.4 acres. This density is consistent with the requirements of the HDR General Plan designation, as well as with the PD-24+ zoning district.

As a part of the annexation process, the 3.4 acres the applicant acquired from Caltrans is anticipated to receive General Plan land use and Zoning designations to match those of the rest of the project site. Unfortunately, the proposed unit mix on the site results in the portion of the project currently within the city limits having a density of only 22. 6 du/ac, less than the 24 du/ac minimum required by the zoning. When the units proposed on the area to be annexed are included, the project, as a whole, slightly exceeds 24 units per acre as noted above. As there is no absolute certainty that the annexation process will be completed and that the land use and zoning applied to the annexation area will be as anticipated, staff has included a condition of approval on the project requiring that the annexation be complete and the General Plan land use designation and zoning matching that of the southerly part of the project be in place prior to issuance of any building permits for any portion of the project.

Annexation Area:

As previously discussed, the project contains a 3.4-acre portion of property which was previously Caltrans right-of-way and was originally envisioned as an overpass into Placer County to the south. This property is no longer needed by Caltrans and has been purchased by the project owner.

Based on the project plans, it is anticipated that the annexation area would ultimately include Buildings 16 and 17, which total 103 apartments. Because it is uncertain how long it will take to annex this area into the City, this portion of the project is designated as Project Phase 5 (of 5). As noted above, the project has been conditioned that will not allow any building permits to be issued for the project until the annexation is complete and the General Plan and zoning designations matching the rest of the project are in place.

Design Review:

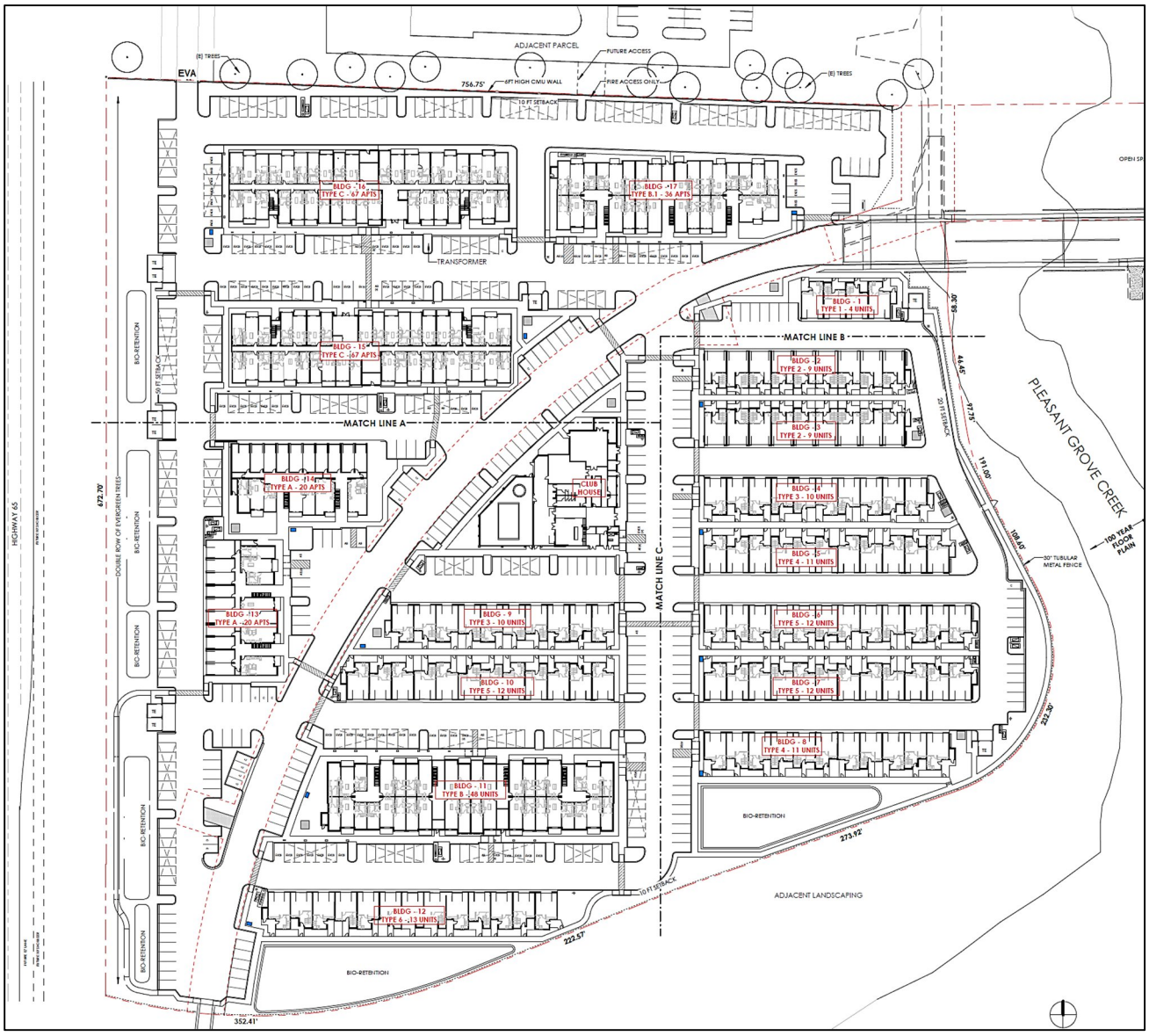
General Design and Site Layout

The proposed project is an apartment community with 371 total units. The development would consist of 15 three-story walk-up buildings, two (2) four-story apartment buildings with elevators and rooftop patios, and a one-story clubhouse with an outdoor pool, as well as associated parking and landscaping. Unit sizes would range from studio through three-bedroom apartments. See Figure 3.

Amenities

On-site amenities for the project include a 6,500 square foot clubhouse and an outdoor pool, as well as approximately 2,000 square feet of additional outdoor space designated for outdoor patio and fitness areas adjacent to the clubhouse. The site's overall design will emphasize pedestrian circulation through the design of the landscape, pathways, and architecture.

Figure 3. Project Site Plan

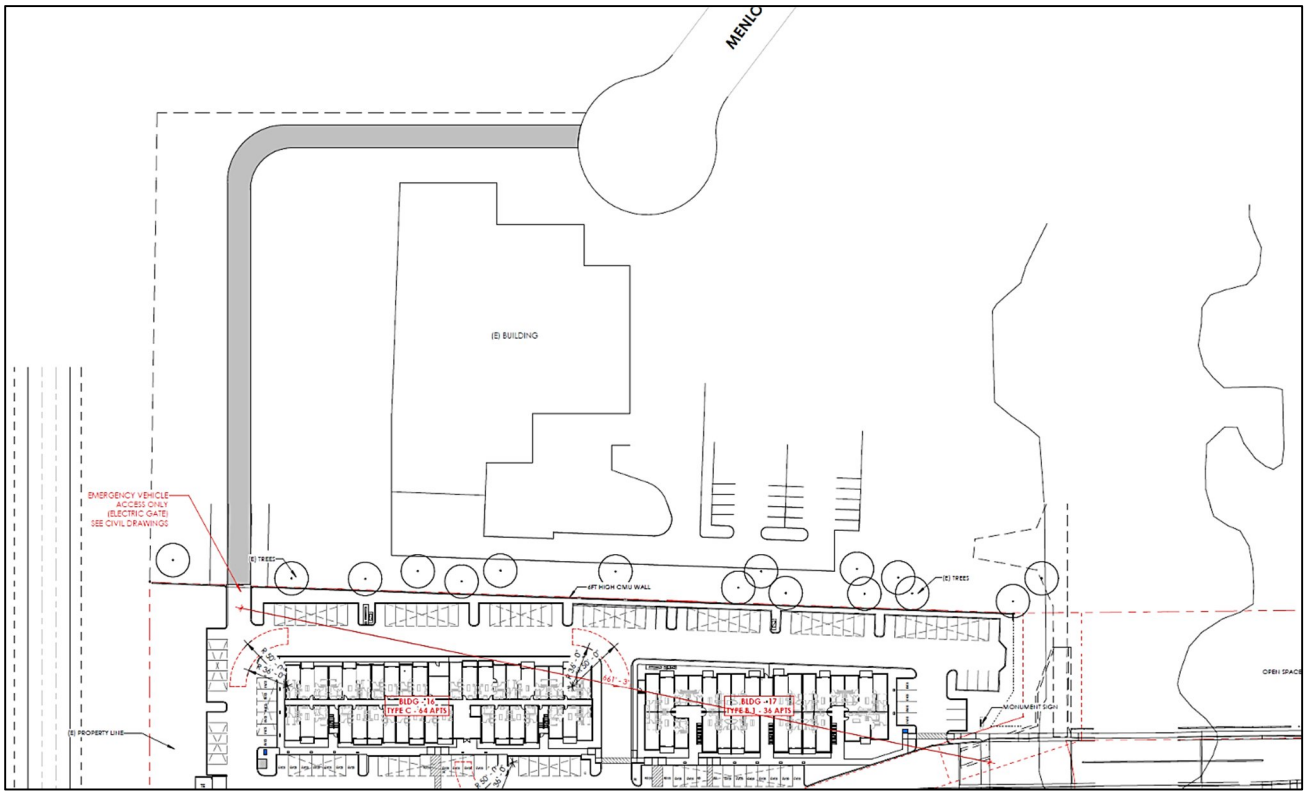


Access and Circulation

Access to the project would be from an extension of West Oaks Boulevard across a bridge which is being constructed separately from this project. When the project site was partially developed as part of the previously described Atherton Center, that project included this bridge over the unnamed tributary to Pleasant Grove Creek. The approved bridge design and plans are now being processed as a separate project through the City of Rocklin Engineering Division's Improvement Plan process. The bridge will be required to be completed prior to issuance of any building permits for the West Oaks Apartments project.

Consistent with the requirements of the Rocklin Fire Department a 20-foot-wide Emergency Vehicle Access (EVA) would be installed at the northwestern portion of the site (the annexation area), which connects through an office complex to the north (APN 017-281-010) to Menlo Drive. The EVA would include an electric gate to prevent access during non-emergency situations. See Figure 4.

Figure 4. Emergency Vehicle Access Location

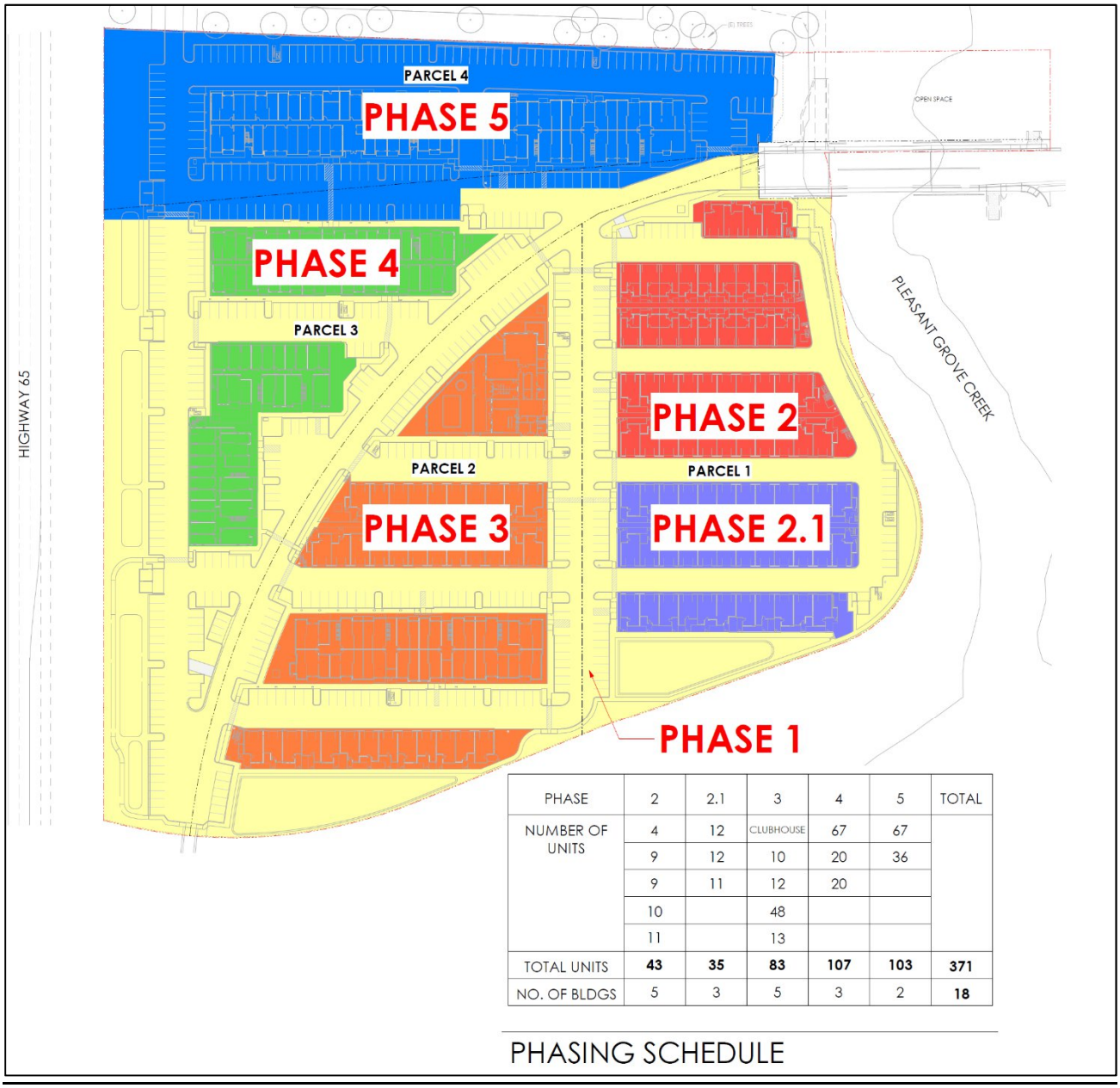


Drive aisles (25-foot minimum width) will provide internal access throughout the site. Accessible pedestrian paths around the buildings would provide a walking route for residents. Public sidewalks and bike lanes are incorporated into the bridge design connecting the project to West Oaks Boulevard, consistent with City standards.

Project Phasing

As previously discussed, the project construction is proposed to be phased and, to that end, the applicant has provided a conceptual phasing plan. Subsequent to successful completion of the annexation process, the applicant's intention is to construct the drive aisles, EVA, and site improvements as Phase 1, construct five buildings with 43 total units as Phase 2, construct three buildings with 35 total units as part of Phase 2.1 (may be done in conjunction with Phase 2), construct four residential buildings with 83 units and the clubhouse building as Phase 3, construct three buildings with 107 units as Phase 4, and construct the final two buildings with 103 units as Phase 5. See Figure 5.

Figure 5. Project Phasing Plan



PHASE	2	2.1	3	4	5	TOTAL
NUMBER OF UNITS	4	12	CLUBHOUSE	67	67	
	9	12	10	20	36	
	9	11	12	20		
	10		48			
	11		13			
TOTAL UNITS	**43**	**35**	**83**	**107**	**103**	**371**
NO. OF BLDGS	5	3	5	3	2	**18**

PHASING SCHEDULE

Prior to issuance of building permits, the project has been conditioned to provide an updated and more detailed phasing plan which includes the following:

1) The building or buildings to be constructed and all appurtenant structures (walls, fencing, site amenities, etc.) with each Phase;
2) A Temporary Fencing Plan that shows how the residents of the occupied units will be separated from active construction areas;
3) Emergency Vehicle access through the site and available fire suppression services for each Phase, to be approved by the Fire Department;
4) The portion of landscaping to be completed with each phase (all landscaping along street frontages and the trees along State Route 65 shall be installed with Phase 1).

Building Architecture

The project design is consistent with the University Architectural District Guidelines. The project's design concept consists of a contemporary architecture of horizontal rectilinear forms projecting in multiple planes. The building materials include cement plaster, cement board siding, and cultured stone veneer. The color scheme features neutral tones with pops of color in building accents. The colors/materials are included as Figure 6. Building renderings are included as Figures 7 through 10.

Figure 6. Colors/Materials



Figure 7. Four Story Building



Figure 8. Project Entry From Bridge



Figure 9. Highway 65 Perspective (No Tree Screen Shown)



Figure 10. Club House



Building Height

Pursuant to the Sunset West General Development Plan, the PD-24+ zoning district allows for a maximum building height of 50 feet. However, the zoning district states that all development standards (including height) may be modified subject to justifications provided and accepted as part of a Design Review approval.

The proposed apartment buildings are a combination of three and four stories. The project requests a deviation to exceed the 50-foot height requirement on two (2) of the eighteen (18) buildings in the proposed project. These two buildings are labeled as Type C, numbers 15 & 16. These are located in the northwestern corner of the project site. Building 15 is part of Phase 4 and Building 16 is part of Phase 5.

The rationale behind the request for exceeding the 50-foot height requirement is to accommodate access from the stairs, elevator, and elevator vestibule to the rooftop patio. The California Building Code requires egress from the two stairwells when outdoor patios are provided on the rooftop of a four-story building. The elevator and stairwell "lobby" structures would top out at 59 feet. It is noteworthy that the parapet of these two buildings would be at 48-foot, and only the elevator and stairwell "lobbies" would require a deviation to the height limit. The other 16 buildings on the site do not seek any deviation from standards.

Staff has no objections to the requested height increase. The proposed building is not directly adjacent to any other buildings, with the nearest building being an office approximately 100 feet north of Building 16. The small portion of the building which exceeds the 50-foot height (shown above the red line on Figure 11) would have a minimal impact on the appearance or aesthetics of the building or on the structure's visual impact.

Figure 11. Building Height Deviation



Pursuant to Section 17.72.070 of the Rocklin Municipal Code (RMC), residential buildings with a height of greater than 30 feet, or more than two stories, are subject to the approving authority of the City Council. Therefore, the Planning Commission is a recommending body and the City Council is required to take final action on this project.

Architectural Review Committee

On May 4, 2023, the Architectural Review Committee (ARC) considered the architecture for the West Oaks Townhomes project. The ARC was supportive of the project's architecture and determined that it generally complied with the University Architectural District requirements, as well as with other previously-approved apartment projects within the area.

The ARC recommended approval of the Project architecture 4-0 (one committee member absent).

Parking

Section 17.66.020 of the RMC states that apartments shall provide one and one-half paved parking spaces for each studio or one-bedroom unit, and two paved parking spaces for each unit with two or more bedrooms, plus 25 percent paved visitor parking spaces, further stipulating that at least one parking space per unit shall be covered. The project parking requirements are as follows:

Table 2 – Project Parking Requirements

	Project Units	Rocklin Zoning Code Req.	Rocklin Zoning Code Spaces Req.
1 bedroom	157	1.5 spaces / unit	236 spaces
2+ bedroom	214	2 spaces / unit	428 spaces
Guest	--	.25 spaces / unit	93 spaces
Total	371	--	757

The project proposes 776 parking spaces onsite, which is 19 spaces more than the 757 required by the RMC for this development. Of these, 371 parking spaces are proposed to be covered, with 238 carport spaces and 133 private one and two-car garages spaces. Project parking is consistent with all standards of the RMC.

Landscaping

The overall landscape concept for the project is to create a consistent treatment of all landscaped areas with high quality outdoor environments and amenity areas. The project would install landscaping throughout the site (Figure 12). Low-profile shrubs, including screening shrubs, are planned along with shade and canopy trees. Between the proposed covered parking spaces and parking lot landscaping, the project exceeds the 50% shade requirement. The project is also proposing to add two rows of deodar cedar trees along the project's western boundary, which will help to visually screen SR-65 from the project, as well as to potentially reduce noise.

Figure 12. Landscaping Plan



Fencing and Walls

A 30-inch-tall tubular metal fence with masonry pilasters is proposed adjacent to the open space area (east and south side of the project). The pilasters would be spaced approximately every 40 feet. Along the northern property line, a six-foot tall (minimum) masonry wall would be constructed, consistent with Section 17.08.080 of the RMC.

Pursuant to that section of the RMC, a solid six-foot-tall masonry wall is required in areas where a commercial or industrial zone abuts a residential zone. However, this standard condition does not apply to roadways or highways, unless required as a mitigation measure resulting from a noise analysis.

As part of the proposed project, in order to determine traffic noise levels on the project site, Saxelby Acoustics, LLC (Saxelby) prepared an exterior noise and exterior façade acoustical analysis, dated

May 4, 2023. Saxelby used a noise model to calculate traffic noise levels at the proposed residential uses due to traffic on SR-65. It was estimated that existing noise levels would increase by 4 dBA based upon the Noise Study Report for SR-65 Capacity and Operational Improvements Project (ICF International, January 2016). This future increase as a result of SR-65 widening is accounted for in the noise model.

Pursuant to the Saxelby study, noise levels at the common outdoor activity areas (i.e., clubhouse and pool area) of the proposed project would not exceed the City of Rocklin General Plan standard of 60 dBA Ldn, even as a result of the ultimate widening of the highway. It should be noted that the City of Rocklin outdoor activity area noise level standard applies to common outdoor activity areas for multi-family residential development and not to individual patios or balconies. In order to reduce interior noise levels to a less than significant level, numerous mitigation measures were identified in the Initial Study/Mitigated Negative Declaration for the project, and have been included as conditions of project approval; these include thicker building walls and special low noise transmitting window panes on the buildings closest to SR-65. Because the outdoor activity area noise levels were below the General Plan noise standards, no sound wall is required on the western property line adjacent to SR-65, and none has been proposed. The barrier along this boundary would consist of the double row of deodar cedar trees discussed above, as well as the existing Caltrans chain link fence which separates the site from the highway.

Tentative Parcel Map:

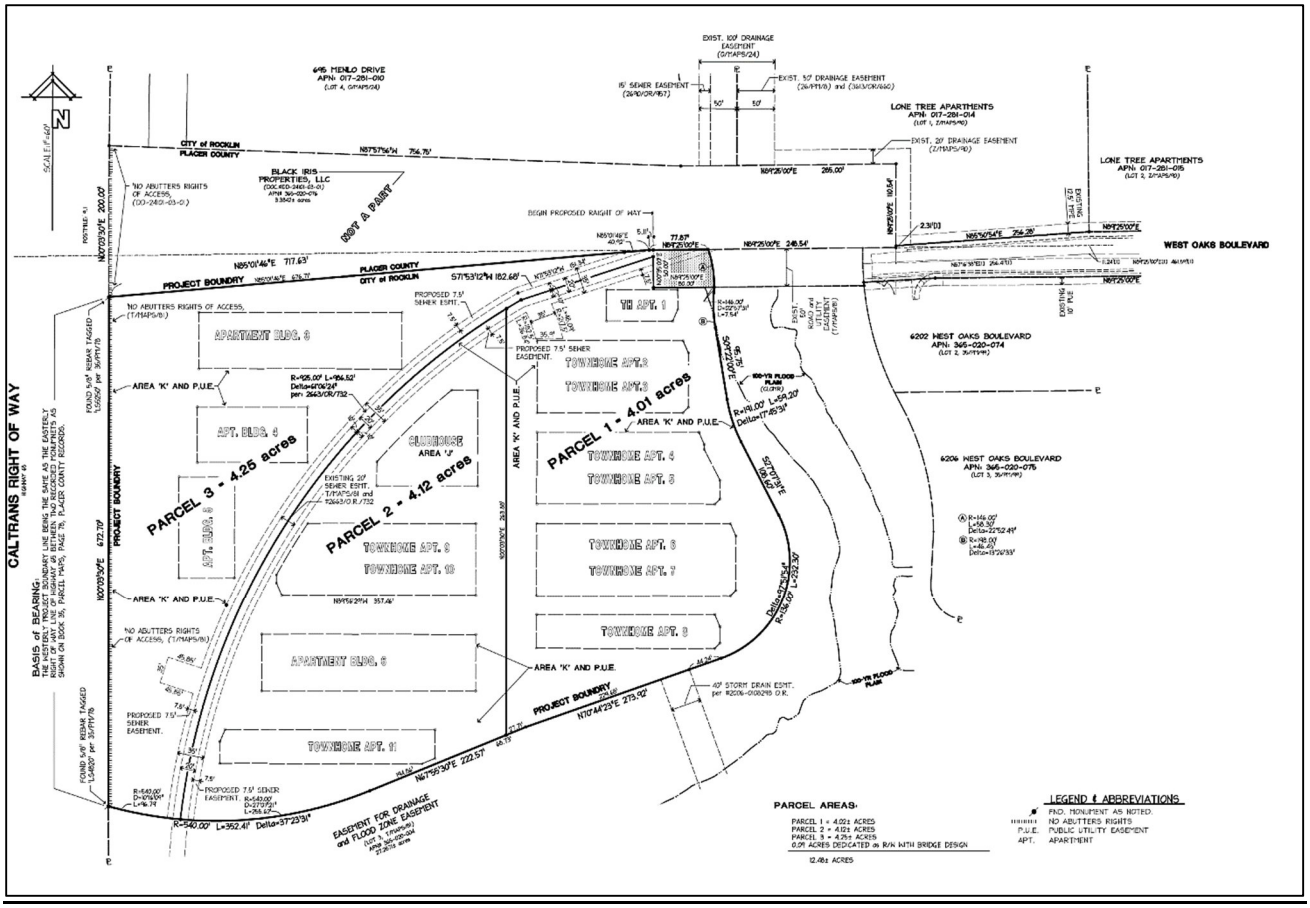
A Tentative Parcel Map is proposed with this project, which would merge the six incorporated project parcels into three parcels (4.01 acres, 4.12 acres, and 4.25 acres respectively). Because the annexation area is not within the City boundaries, it is not included as part of this map, but would result in a fourth parcel upon its annexation into the City. The approval of the map would also allow for the abandonment of easements which were recorded as part of the previous office project on the site, but are no longer required.

Due to the prevailing high interest rates, the developer has stated that they are confronted with a difficult lending situation, making it particularly challenging to secure the necessary financing for this project as a whole through a single lender. However, by adopting the approach of subdividing the project into smaller parcels, the developer can effectively approach multiple lenders for competitive financing options.

The phasing map corresponds with the parcel map. The proposed Tentative Parcel Map is included as Figure 13.

The map includes numerous new easements, including public utility, reciprocal access and egress, landscaping, drainage, and common clubhouse area, which would be recorded as part of the final map, to the satisfaction of the City Engineer.

Figure 13. Tentative Parcel Map



Emergency Vehicle Access Agreement:

As previously discussed, an Emergency Vehicle Access (EVA) is required as part of this project in order to comply with ingress and egress requirements of the California Fire Code. In addition, this EVA will be utilized to accommodate a private water easement to provide for a looped water line connection to the site, consistent with Placer County Water Agency (PCWA) requirements.

The project has been working with the property owner to the north on an agreement to obtain an easement to accommodate the EVA and water line through their property. The project is conditioned that the easement must be in place and the EVA and water lines constructed prior to issuance of any building permits, to the satisfaction of the Community Development Director and City Engineer.

Project Affordability:

General Plan Housing Element Policy 3.4 states the following:

> Policy 3.4: Continue to work with developers requesting General Plan Amendments converting nonresidential designation to residential uses or from a higher density residential category to a lower density residential category to incorporate affordable housing as a component of the overall development. As an objective, target up to ten percent of the units as affordable, depending on the level of affordability or other amenities provided. Pursue the inclusion of

extremely low-income units whenever possible in the negotiated target number of affordable units.

Since its submittal, staff has encouraged that the project provide a minimum of 10 percent of the development as affordable units. The applicant has provided the following response:

> *The project was studied to offer a portion of affordable housing unit to families in Rocklin. Unfortunately, given the price of land, the current interest rates, construction costs escalation and the cost of development impact fees, the developer is not able to offer 10 percent of the projects units at HUD's definition of affordability as it makes the project financially challenging for market rate development.*

As previously discussed, the project proposes to construct its final two buildings (103 total units) within the 3.4-acre annexation area. As this area is currently unincorporated, it does not contain a City of Rocklin land use designation and is not included in any zoning district. Therefore, concurrent with the annexation, a general plan amendment and rezone will be required to allow for development on this site. While staff discussed the potential of requiring a 10 percent affordability component for this portion of the project, it was ultimately determined that this would be inconsistent with the requirements of Policy 3.4, in that this portion of the project is currently not in the City and does not have any land use designation or zoning through the City, and as such the project would, arguably, not be converting a nonresidential designation to a residential designation, nor would it be converting a higher density residential category to a lower density residential category. Therefore, the City has no mechanism to require the developer to provide affordable units within any portion of the project.

Senate Bill 166 (No Net Loss Law):

SB 166, now codified as Government Code Section 65863 (No Net Loss Law), was adopted to ensure development opportunities remain available throughout the 8-year Housing Element planning period to accommodate a jurisdiction's Regional Housing Needs Allocation (RHNA), especially for lower- and moderate- income households. When the 2021-2029 Housing Element was adopted, the City had a minimal surplus of parcels identified in its Available Sites Inventory to accommodate the Lower Category RHNA sites requirement.

Staff continually monitors the status of the RHNA sites inventory as projects come forward on sites listed in the current inventory. This project site is on the City's RHNA list as a lower income site. It has been determined that approval of this project will cause a shortfall in the number of sites needed to accommodate Rocklin's Lower Income Category RHNA obligation. In order to address this shortfall, the City will need to identify new site(s) for inclusion on the Affordable Sites inventory in order to backfill sites that have to be removed from the list due to the approval of entitlements for the development of those existing sites. In the next several months staff anticipates bringing forward General Plan Amendments and Rezones for properties already identified for residential development on the RHNA sites inventory as well as bringing forward proposed replacements for those sites that have fallen off the list due to development approvals.

Environmental Determination:

Consistent with the requirements of CEQA, an Initial Study was prepared to determine the West Oaks Apartments project's potential impacts on the environment. The study found that the project could have significant impacts with regard to Biological Resources, Cultural Resources, Noise, and Tribal Resources; however, it was also able to identify mitigation measures that would reduce each of these potential impacts to a less than significant level. Therefore, a Mitigated Negative Declaration (MND) of environmental impacts was prepared for the project.

Recommendation:

The Planning Commission and staff recommend approval of the West Oaks Apartments project to the City Council, as proposed and conditioned.

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS
AND A MITIGATION MONITORING PROGRAM

West Oaks Apartments
(DR2022-0010, DL2023-0001, and ENV2022-0002)

WHEREAS, the City of Rocklin's Environmental Coordinator prepared an Initial Study on the West Oaks Apartments project (the "Project") which identified potentially significant effects of the Project; and

WHEREAS, revisions to and/or conditions placed on the Project, were made or agreed to by the applicant before the mitigated negative declaration was released for public review, were determined by the environmental coordinator to avoid or reduce the potentially significant effects to a level that is clearly less than significant and that there was, therefore, no substantial evidence that the Project, as revised and conditioned, would have a significant effect on the environment; and

WHEREAS, the Initial Study and mitigated negative declaration of environmental impacts were then prepared, properly noticed, and circulated for public review.

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

Section 1. Based on the Initial Study, the revisions and conditions incorporated into the Project, the required mitigation measures, and information received during the public review process, the City Council of the City of Rocklin finds that there is no substantial evidence that the Project, as revised and conditioned, may have a significant effect on the environment.

Section 2. The Mitigated Negative Declaration reflects the independent judgment of the Planning Commission.

Section 3. All feasible mitigation measures identified in the City of Rocklin General Plan Environmental Impact Reports which are applicable to this Project have been adopted and undertaken by the City of Rocklin and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

Section 4. The statements of overriding considerations adopted by the City Council when approving the City of Rocklin General Plan Update are hereby readopted for the purposes of this mitigated negative declaration and the significant identified impacts of this project related to aesthetics, air quality, traffic circulation, noise, cultural and paleontological resources, biological resources, and climate change and greenhouse gases.

Section 5. A Mitigated Negative Declaration of environmental impacts and Mitigation Monitoring Program prepared in connection with the Project, attached hereto and incorporated by this reference, are recommended for approval for the Project.

Section 6. The Project Initial Study is attached as Attachment 1 and is incorporated by reference. All other documents, studies, and other materials that constitute the record of proceedings upon which the Planning Commission has based its decision are located in the office of the Rocklin Community Development Director, 3970 Rocklin Road, Rocklin, California 95677. The custodian of these documents and other materials is the City of Rocklin Community Development Director.

Section 7. Upon approval of the Project by the City Council, the City of Rocklin's environmental coordinator shall file a Notice of Determination with the County Clerk of Placer County and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

_____
Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF ROCKLIN
3970 Rocklin Road
Rocklin, California 95677
(916) 625-5160

ATTACHMENT 1

INITIAL STUDY AND ENVIRONMENTAL CHECKLIST

West Oaks Apartments
DR2022-0010, DL2023-0001, ENV2022-0002

The site consists of six (6) incorporated parcels, designated with Assessor Parcel Numbers (APNs) 365-020-067, -068, -069, -070, -071, and -072, as well as an approximately 3.4-acre portion of former Caltrans right-of-way located north and adjacent to the other parcels.

October 13, 2023

PREPARED BY:

Nathan Anderson, Senior Planner, (916) 625-5114

CONTACT INFORMATION:

This Initial Study has been prepared by the City of Rocklin, as Lead Agency, under the California Environmental Quality Act (CEQA). Any questions regarding this document should be addressed to David Mohlenbrok at the City of Rocklin Community Development Department, Planning Division, 3970 Rocklin Road, Rocklin, California 95677 (916) 625-5160.

APPLICANT/OWNER:

The property owner is Black Iris Properties. The project applicant is HRGA Young Kim.

SECTION 1. INTRODUCTION

A. Purpose of an Initial Study

The California Environmental Quality Act (CEQA) was enacted in 1970 for the purpose of providing decision-makers and the public with information regarding environmental effects of proposed projects; identifying means of avoiding environmental damage; and disclosing to the public the reasons behind a project's approval even if it leads to environmental damage. The City of Rocklin has determined the proposed project is subject to CEQA and no exemptions apply. Therefore, preparation of an initial study is required.

An initial study is a preliminary analysis conducted by the lead agency, in consultation with other agencies (responsible or trustee agencies, as applicable), to determine whether there is substantial evidence that a project may have a significant effect on the environment. If the initial study concludes that the project, with mitigation, may have a significant effect on the environment, an environmental impact report should be prepared; otherwise, the lead agency may adopt a negative declaration or mitigated negative declaration.

This Initial Study (IS) has been prepared in accordance with CEQA (Public Resources Code §21000 et seq.), the State CEQA Guidelines (Title 14, California Code of Regulations, §15000 et seq.), and the City of Rocklin CEQA Guidelines (1981, amended July 31, 2002).

This Initial Study has been prepared to identify and assess the anticipated environmental impacts of the proposed project. The document relies on a combination of a previous environmental document and site-specific studies to address in detail the effects or impacts associated with the proposed project. In particular, this Initial Study assesses the extent to which the impacts of the proposed project have already been addressed in the certified Final Environmental Impact Report for the Rocklin General Plan, as adopted by the Rocklin City Council on October 9, 2012 (the "General Plan EIR").

B. Document Format

This Initial Study is organized into five sections as follows:

Section 1, Introduction: provides an overview of the project and the CEQA environmental documentation process.

Section 2, Summary Information and Determination: Required summary information, listing of environmental factors potentially affected, and lead agency determination.

Section 3, Project Description: provides a description of the project location, project background, and project components.

Section 4, Evaluation of Environmental Impacts: provides a detailed discussion of the environmental factors that would be potentially affected by this project as indicated by the screening from the CEQA Guidelines Appendix G checklist.

Section 5, References: provides a list of reference materials used during the preparation of this Initial Study. The reference materials are available for review during normal business hours at the City of Rocklin Planning Division, 3970 Rocklin Road, Rocklin, CA, and can also be found on the City's website under Planning Division, Current Environmental Documents.

C. CEQA Process

To begin the CEQA process, the lead agency identifies a proposed project. The lead agency then prepares an initial study to identify the preliminary environmental impacts of the proposed project. This document has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) to analyze the possible environmental impacts of the project so that the public and the City of Rocklin decision-making bodies (Planning Commission, and/or City Council) can take these impacts into account when considering action on the required entitlements.

During the project approval process, persons and/or agencies may address either the Environmental Services staff or the City Council regarding the project. Public notification of agenda items for the City Council is posted 72 hours prior to the public meeting. The Council agenda can be obtained by contacting the Office of the City Clerk at City Hall, 3970 Rocklin Road, Rocklin, CA 95667 or via the internet at http://www.rocklin.ca.us.

Within five days of project approval, the City will file a Notice of Determination with the County Clerk. The Notice of Determination will be posted by the County Clerk within 24 hours of receipt. This begins a 30-day statute of limitations on legal challenges to the approval under CEQA. The ability to challenge the approval in court may be limited to those persons who objected to the approval of the project, and to issues that were presented to the lead agency by any person, either orally or in writing, during the public comment period.

SECTION 2. INITIAL STUDY SUMMARY AND DETERMINATION

A. Summary Information

Project Title:
West Oaks Apartments

Lead Agency Name and Address:
City of Rocklin, 3970 Rocklin Road, Rocklin, CA 95677

Contact Person and Phone Number:
David Mohlenbrok, Environmental Coordinator/Community Development Director, 916-625-5162

Project Location:
The project site is approximately 15.9 gross acres located west of the terminus of West Oaks Boulevard, east of Highway 65. The site consists of six (6) incorporated parcels, designated with Assessor Parcel Numbers (APNs) 365-020-067, -068, -069, -070, -071, and -072, as well as an approximately 3.4-acre portion of former Caltrans right-of-way located north and adjacent to the other parcels. That piece, which is currently unincorporated with no APN assigned, is part of an annexation which is being concurrently processed to bring the parcel into the City of Rocklin.

Project Sponsor's Name:
The property owner is Black Iris Properties. The project applicant is HRGA Young Kim.

Current General Plan Designation: High Density Residential (HDR)

Proposed General Plan Designation: No change requested

Current Zoning: Planned Development Residential 24 Units Per Acre Minimum (PD-24+)

Proposed Zoning: No change requested

Description of the Project:
The project is a request for approval of a Design Review to construct a multifamily development on approximately 15.9 gross acres. The development would be comprised of 371 units consisting of studio, one- and two-bedroom apartments and two- and three-bedroom townhomes for market-rate rental. The development would consist of 15 three-story walk-up buildings, two (2) four-story apartment buildings with rooftop patios, and a one-story clubhouse with an outdoor pool, as well as associated parking and landscaping.

The project also includes a Tentative Parcel Map (DL2023-0001) to subdivide the site into three (3) individual parcels for phasing and financing purposes, and to abandon historic private

reciprocal access, public utility, and emergency access easements which were established as part of the previously-approved Atherton Center, a nonresidential project approved in 2006 on the property.

Surrounding Land Uses and Setting:
The project site is located in the northwest portion of Rocklin at the terminus of West Oaks Boulevard, east of State Route 65. To the north of the project site is existing businesses within the Atherton Tech Center Business Park. Recreation Conservation property associated with an unnamed tributary to Pleasant Grove Creek is located to the east, with the James Apartments located beyond. To the northeast is the Lonetree Apartments project (Phases 1 and 2), which was recently approved by the Rocklin City Council. To the west is State Route 65, with unincorporated Placer County uses located beyond.

Other Public Agencies Whose Approval May Be Required (e.g., Permits, Financing Approval, or Participation Agreement):

- Rocklin Engineering Division approval of Improvement Plans
- Rocklin Building Inspections Division issuance of Building Permits
- Placer County Water Agency approval of construction of water facilities
- South Placer Municipal Utility District approval of construction of sewer facilities
- Placer County Air Pollution Control District approval of dust control plan

B. Environmental Factors Potentially Affected:

Those factors checked below involve impacts that are "Potentially Significant":

	Aesthetics		Agriculture/Forestry Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology/Soils		Greenhouse Gas Emissions		Hazards & Hazardous Materia
	Hydrology/Water Quality		Land Use/Planning		Mineral Resources
	Noise		Population/Housing		Public Services
	Recreation		Transportation		Tribal Cultural Resources
	Utilities/Service Systems		Wildfire		Mandatory Findings of Significance
	None	X	None with Mitigation Incorporated		

C. Determination:

On the basis of this Initial Study:

☐ I find that the proposed project WILL NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that as originally submitted, the proposed project could have a significant effect on the environment; however, revisions in the project have been made by or agreed to by the project proponent which will avoid these effects or mitigate these effects to a point where clearly no significant effect will occur. 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" impact 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 the attached Environmental Checklist. An ENVIRONMENTAL IMPACT REPORT is required, to analyze the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

David Mohlenbrok — October 13, 2023
Community Development Department Director — Date

SECTION 3. PROJECT DESCRIPTION

A. Project Location

The project site is approximately 15.9 gross acres located west of the terminus of West Oaks Boulevard, east of Highway 65. The site consists of six (6) incorporated parcels, designated with Assessor Parcel Numbers (APNs) 365-020-067, -068, -069, -070, -071, and -072, as well as an approximately 3.4-acre portion of former Caltrans right-of-way located north and adjacent to the other parcels. That piece, which is currently unincorporated with no APN assigned, is part of an annexation which is being concurrently processed to bring the parcel into the City of Rocklin.

The City of Rocklin is located approximately 25 miles northeast of Sacramento, and is within the County of Placer. Surrounding jurisdictions include: unincorporated Placer County to the north and northeast, the City of Lincoln to the northwest, the Town of Loomis to the east and southeast, and the City of Roseville to the south and southwest.

B. Description

The project is a request for approval of a Design Review to construct a multifamily development on approximately 15.9 gross acres. The development would be comprised of 371 units consisting of studio, one- and two-bedroom apartments and two- and three-bedroom townhomes for market-rate rental. The development would consist of 15 three-story walk-up buildings, two (2) four-story apartment buildings with rooftop patios, and a one-story clubhouse with an outdoor pool, as well as associated parking and landscaping.

The project proposes 776 parking spaces onsite. 530 spaces are proposed as surface parking, with a portion of those to be covered to meet the zoning code requirement. There are also 246 parking spaces within the buildings. These are proposed as private one and two-car garages to the residents.

On-site amenities for the project include a 6,500 square foot clubhouse and an outdoor pool as well as an ample outdoor open space adjacent to the clubhouse. The site's overall design will have emphasis at pedestrian circulation through the design of the landscape, pathways, and architecture. The exterior design will be contemporary style utilizing materials of the cement plaster and cementitious siding to comply with the neighboring context as well as a city's design guideline.

The project also includes a Tentative Parcel Map (DL2023-0001) to subdivide the site into three (3) individual parcels for phasing and financing purposes, and to abandon historic private reciprocal access, public utility, and emergency access easements which were established as part of the previously-approved Atherton Center, a nonresidential project approved in 2006 on the property, which has since expired.

Access to the project would be from an extension of West Oaks Boulevard across a bridge which is being constructed as a separate project. When the project site was previously partially developed as part of a project approved by the City of Rocklin, that project included a bridge over the unnamed tributary to Pleasant Grove Creek. The approved bridge design and plans are now being processed as its own separate project through the City of Rocklin Engineering Division's Improvement Plan process. A 20-foot-wide Emergency Vehicle Access (EVA) would be installed on the northwestern portion of the site, which connects to an office complex to the north.

SECTION 4. EVALUATION OF ENVIRONMENTAL IMPACTS

A. Explanation of CEQA Streamlining and Tiering Utilized in this Initial Study

This Initial Study will evaluate this project in light of the previously approved General Plan EIR, and the Northwest Rocklin Annexation Area EIR, which are hereby incorporated by reference. This document is available for review during normal business hours at the City of Rocklin Planning Division, 3970 Rocklin Road, Rocklin, CA, and can also be found on the City's website under Planning Division, Publications and Maps.

CEQA Guidelines Section 15183 provides a means of streamlining analysis for qualifying projects. Under Section 15183, effects are not considered "peculiar to the project or the parcel" if they are addressed and mitigated by uniformly applied development policies and standards adopted by the City to substantially mitigate that effect (unless new information shows that the policy or standard will not mitigate the effect). Policies and standards have been adopted by the City to address and mitigate certain impacts of development that lend themselves to uniform mitigation measures. These policies and standards include those found in the Oak Tree Ordinance (Rocklin Municipal Code, Chapter 17.77), the Flood Ordinance (Rocklin Municipal Code, Chapter 15.16), the Grading and Erosion and Sedimentation Control Ordinance (Rocklin Municipal Code, Chapter 15.28), the Stormwater Runoff Pollution Control Ordinance (Rocklin Municipal Code, Chapter 8.30), and the Goals and Policies of the Rocklin General Plan. Where applicable, the Initial Study will state how these policies and standards apply to the project. Where the policies and standards will substantially mitigate the effects of the proposed project, the Initial Study concludes that these effects are "not peculiar to the project or the parcel" and thus need not be revisited in the text of the environmental document for the proposed project.

This Initial Study has also been prepared pursuant to CEQA Guidelines sections 15063 and 15168. Section 15063 sets forth the general rules for preparing Initial Studies. One of the identified functions of an Initial Study is for a lead agency to "[d]etermine, pursuant to a program EIR, tiering, or another appropriate process, which of a project's effects were adequately examined by an earlier EIR or negative declaration… The lead agency shall then ascertain which effects, if any, should be analyzed in a later EIR or negative declaration." (CEQA Guidelines, section 15063, subd. (b)(1)(C).). Here, the City has used this initial study to determine the extent to which the General Plan EIR has "adequately examined" the effects of the proposed project.

Section 15168 sets forth the legal requirements for preparing a "program EIR" and for reliance upon program EIRs in connection with "[l]ater activities" within the approved program. (See *Citizens for Responsible Equitable Environmental Development v. City of San Diego Redevelopment Agency* (2005) 134 Cal.App.4th 598, 614-617.) The General Plan EIR was a program EIR with respect to its analysis of impacts associated with eventual buildout of future anticipated development identified by the General Plan. Subdivision (c) of section 15168 provides as follows:

(c) Use with Later Activities. Later activities in the program must be examined in light of the program EIR to determine whether an additional environmental document must be prepared.

(1) If a later activity would have effects that were not examined in the program EIR, a new Initial Study would need to be prepared leading to either an EIR or a Negative Declaration. That later analysis may tier from the program EIR as provided in Section 15152.

(2) If the agency finds that pursuant to Section 15162, no subsequent EIR would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required. Whether a later activity is within the scope of a program EIR is a factual question that the lead agency determines based on substantial evidence in the record. Factors that an agency may consider in making that determination include, but are not limited to, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the program EIR.

(3) An agency shall incorporate feasible mitigation measures and alternatives developed in the program EIR into later activities in the program.

(4) Where the later activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were within the scope of the program EIR.

(5) A program EIR will be most helpful in dealing with later activities if it provides a description of planned activities that would implement the program and deals with the effects of the program as specifically and comprehensively as possible. With a good and detailed project description and analysis of the program, many later activities could be found to be within the scope of the project described in the program EIR, and no further environmental documents would be required.

Consistent with these principles, this Initial Study serves the function of a "written checklist or similar device" documenting the extent to which the environmental effects of the proposed project "were within the scope of the program EIR" for the General Plan. As stated below, the City has concluded that the impacts of the proposed project are "within the scope" of the analysis in the General Plan EIR. Stated another way, these "environmental effects of the [site-specific project] were within the scope of the program EIR." Where particular impacts were not thoroughly analyzed in prior documents, site-specific studies were prepared for the project with respect to impacts that were not "within the scope" of the prior General Plan EIR analysis. These studies are hereby incorporated by reference and are available for review during normal business hours at the Rocklin Community Development Department, 3970 Rocklin Road, Rocklin, CA 95677 and can also be found on the City's website under Planning Division, Current Environmental Documents. The specific studies are listed in Section 5, References.

The Initial Study is a public document to be used by the City decision-makers to determine whether a project may have a significant effect on the environment. If the City as lead agency, finds substantial evidence that any effects of the project were not "within the scope" of the analysis in the General Plan EIR document AND that these effects may have a significant effect on the environment if not mitigated, the City would be required to prepare an EIR with respect to such potentially significant effects. On the other hand, if the City finds that these unaddressed project impacts are not significant, a negative declaration would be appropriate. If in the course of analysis, the City identified potentially significant impacts that could be reduced to less than significant levels through mitigation measures to which the applicant agrees, the impact would be considered to be reduced to a less than significant level, and adoption of a mitigated negative declaration would be appropriate.

B. Significant Cumulative Impacts; Statement of Overriding Considerations

The Rocklin City Council has previously identified the following cumulative significant impacts as unavoidable consequences of urbanization contemplated in the Rocklin General Plan, despite the implementation of all available and feasible mitigation measures, and on that basis has adopted a statement of overriding considerations for each cumulative impact:

1. Air Quality:

Development in the City and the Sacramento Valley Air Basin as a whole will result in the following: violations of air quality standards as a result of short-term emissions from construction projects, increases in criteria air pollutants from operational air pollutants and exposure to toxic air contaminants, the generation of odors and a cumulative contribution to regional air quality impacts.

2. Aesthetics/Light and Glare:

Development in the City and the South Placer region as a whole will result in substantial degradation of the existing visual character, the creation of new sources of substantial light and

glare and cumulative impacts to scenic vistas, scenic resources, existing visual character and creation of light and glare.

3. Traffic and Circulation:

Development in the City and the South Placer region as a whole will result in impacts to segments and intersections of the state/interstate highway system.

4. Noise

Development in the City and the South Placer region as a whole will result in impacts associated with exposure to surface transportation and stationary noise sources, and cumulative transportation noise impacts within the Planning area.

5. Cultural and Paleontological Resources

Development in the City and the South Placer region as a whole will result in cumulative impacts to historic character.

6. Biological Resources

Development in the City and the South Placer region as a whole will result in the loss of native oak and heritage trees, the loss of oak woodland habitat, and cumulative impacts to biological resources.

7. Climate Change and Greenhouse Gases

Development in the City and the South Placer region as a whole will result in the generation of greenhouse gas emissions.

C. Mitigation Measures Required and Considered

It is the policy and a requirement of the City of Rocklin that all public agencies with authority to mitigate significant effects shall undertake or require the undertaking of all feasible mitigation measures specified in the prior environmental impact reports relevant to a significant effect which the project will have on the environment. Project review is limited to effects upon the environment which are peculiar to the parcel or to the project which were not addressed as significant effects in the General Plan EIR or which substantial new information shows will be more significant than described in the General Plan EIR. This Initial Study anticipates that feasible mitigation measures previously identified in the General Plan and Northwest Rocklin Annexation Area EIR have been, or will be, implemented as set forth in that document, and evaluates this Project accordingly.

D. Evaluation of Environmental Checklist:

1) A brief explanation is provided for all answers except "No Impact" answers that are adequately supported by the information sources cited in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer is explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers take account of the whole action involved, including off-site as well as on-site elements, cumulative as well as project-level impacts, indirect as well as direct impacts, and construction as well as operational impacts.

3) If a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant.

4) Answers of "Less than Significant with Mitigation Incorporated" describe the mitigation measures agreed to by the applicant and briefly explain how they reduce the effect to a less than significant level. Mitigation measures and supporting explanation from earlier EIRs or Negative Declaration may be cross-referenced and incorporated by reference.

5) Earlier analyses may be used where an effect has been adequately analyzed in an earlier EIR or negative declaration, and the City intends to use tiering. All prior EIRs and Negative Declarations and certifying resolutions are available for review at the Rocklin Community Development Department. In this case, a brief discussion will identify the following:

    a) Which effects are within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and whether such effects are addressed by mitigation measures based on the earlier analysis; and

    b) For effects that are "Less than Significant with Mitigation Measures Incorporated," the mitigation measures which are incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

E. Environmental Checklist

I. AESTHETICS Except as provided in Public Resources Code section 21099 (where aesthetic impacts shall not be considered significant for qualifying residential, mixed-use residential, and employment centers), would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Have a substantial adverse effect on a scenic vista?				X	
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X	
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X		
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The development of a 371-unit multifamily residential community on 15.87 gross acres would change the existing visual nature / character of the project site and area. The development of the project site would create new sources of light and glare typical of urban development. As discussed below, impacts to scenic vistas or viewsheds would not be anticipated.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur to the visual character of the Planning Area as a result of the future urban development that was contemplated by the General Plan. When previously undeveloped land becomes developed, aesthetic impacts include changes to scenic character and new sources of light and glare (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.3-1 through 4.3-18). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and the Open Space, Conservation, and Recreation Elements, and include policies that encourage the use of design standards for unique areas and the protection of natural resources, including open space areas, natural resource areas, hilltops, waterways and oak trees, from the encroachment of incompatible land use.

The General Plan EIR concluded that, despite the goals and policies addressing visual character, views, and light and glare, significant aesthetic impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will change and degrade the existing visual character, will create new sources of light and glare and will contribute to cumulative impacts to scenic vistas, scenic resources, existing visual character and creation of light and glare. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these cumulative impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for aesthetic/visual impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. Scenic Vista - *No Impact*. While vacant or mostly vacant areas have a natural aesthetic quality, there are no designated scenic vistas within the City of Rocklin or Planning Area. Alteration of the vacant and undeveloped project site through the construction of a 371-unit multifamily community would change the visual quality of the project site and surrounding area. However, since there are no designated scenic vistas, no impact would occur in this regard.

b. Scenic Highway – *No Impact*. The City of Rocklin does not contain an officially designated state scenic highway. State Route 65 (SR 65) borders the western portion of the City and is nearby the project site, but it is not considered a scenic highway. Likewise, Interstate 80 (I-80) traverses the eastern portion of the City but does not have a scenic designation. Therefore, the proposed project and the development of a 371-unit multi-family residential complex at this project site

would not substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway and no impacts are anticipated in association with damage to scenic resources within a state scenic highway.

c. Visual Character – *Less than Significant Impact.* The development of a 371-unit multi-family residential complex at this project site would result in the construction of structures which would alter the aesthetics of the project site and its surroundings.

Per Public Resources Code section 21071 (a) (2), the City of Rocklin is considered to be an urbanized area because although its population is less than 100,000 persons, the population of Rocklin and not more than two contiguous incorporated cities (the cities of Roseville and Lincoln) combined equals at least 100,000 persons. The 371-unit multi-family residential complex would be of consistent height and scale with surrounding existing and entitled development, including the recently approved Lonetree Apartments project (Phases 1 and 2) to the north, which is expected to commence construction soon, and including the nearby James Apartments and the Atherton Tech Center Business Park, as well as the anticipated future development of other surrounding vacant properties; there are no unusual development characteristics of this proposed project which would introduce incompatible elements or create aesthetic impacts not considered in the prior EIR. Existing buildings in the area include one-, two- and three-story office buildings, one-story light industrial warehouse buildings and three-story multi-family residential buildings. These buildings and the anticipated future development of buildings within the nearby and adjacent light industrial and high density residential and mixed use land use designations are collectively all of similar size and scale to the proposed project.

All development in the Rocklin Planning Area is subject to existing City development standards set forth in the City's Zoning Ordinance and the City's Design Review Guidelines which help to ensure that development form, character, height, and massing are consistent with the City's vision for the character of the community. The proposed project at this project site would not conflict with applicable zoning and other regulations governing scenic quality. Also applicable to this Project is the University District Architectural Guidelines, which are meant to inspire and provide designers with basic direction in developing projects that focus on high quality design and use of materials and require review by the City's Architectural Review Committee (ARC). This project was reviewed by the ARC on May 4, 2023 and was recommended for approval.

The change in the aesthetics of the visual nature or character of the site and the surroundings is consistent with the surrounding existing development and the future development that is anticipated by the City's General Plan. As noted above, the General Plan EIR concluded that development under the General Plan will result in significant unavoidable aesthetic impacts and Statements of Overriding Consideration were adopted by the Rocklin City Council in regard to these cumulative impacts. The proposed project at this site does not result in a change to the finding because the site would be developed with typical urban uses that are consistent and compatible with surrounding existing and anticipated future development.

d. Light and Glare – *Less than Significant Impact.* The development of a 371-unit multi-family residential complex at this project site would result in the construction of structures which would alter the aesthetics of the project site and its surroundings.

There are no specific features within the proposed project that would create unusual light and glare. New and/or increased sources of light and glare would be introduced to the project area. However, implementation of existing City Design Review Guidelines and the General Plan policies addressing light and glare would also ensure that no unusual daytime glare or nighttime lighting is produced. These guidelines and policies would require the following: 1) all exterior lighting is to be designed and installed to avoid adverse glare on adjacent properties and to incorporate "dark sky" provisions; 2) Cut-off decorative light fixtures, or equivalent, shall be used for parking lot and building mounted lighting and mounted such that all light is projected directly toward the ground; 3) the lighting shall be reviewed and revised if needed to avoid "hot spots" under parking lot lights and to eliminate light spill over the property lines that exceeds 0.1 foot candles, and 4) light poles shall be a maximum of 20 feet in height as measured from grade to the top of the light fixture itself. However, the impacts associated with increased light and glare would not be eliminated entirely, and the overall level of light and glare in the Planning Area would increase in general as urban development occurs and that increase cannot be fully mitigated.

The General Plan EIR acknowledged that impacts associated with increased light and glare would not be eliminated entirely, and the overall level of light and glare in the Planning Area would increase in general as urban development occurs and that increase cannot be fully mitigated. As noted above, the General Plan EIR concluded that development under the General Plan will result in significant unavoidable aesthetic impacts and a Statement of Overriding Consideration was adopted by the Rocklin City Council in regard to these cumulative impacts. The project does not result in a change to the finding because the site would be developed with typical urban uses that are consistent and compatible with surrounding existing and anticipated future development.

II. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X	
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220 (g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?				X	
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X	
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X	

DISCUSSION OF DETERMINATION:

Project Impacts:

There are no agricultural or forestry impacts for the project or project site due to a lack of these resources on the project site, as further discussed below.

Significance Conclusions:

a., b. and e. Conversion of Farmland, Conflict with Agricultural Zoning or Williamson Act - No Impact. The Farmland Mapping and Monitoring Program (FMMP) land classifications system monitors and documents land use changes that specifically affect California's agricultural land and is administered by the California Department of Conservation (CDC). The FMMP land classification system is cited by the State CEQA Guidelines as the preferred information source for determining the agricultural significance of a property (CEQA Guidelines, Appendix G). The CDC, Division of Land Resource Protection, Placer County Important Farmland Map of 2018 designates the project site as grazing land. This category is not considered Important Farmland under the definition in CEQA of "Agricultural Land" that is afforded consideration as to its potential significance (see CEQA Section 21060.1[a]), nor is it considered prime farmland, unique farmland, or farmland of statewide importance; therefore, the proposed project would not convert farmland to a non-agricultural use. Also, the project site contains no parcels that are under a Williamson Act contract. Therefore, because the project would not convert important farmland to non-agricultural uses, would not conflict with existing agricultural or forestry use zoning or Williamson Act contracts, or involve other changes that could result in the conversion of important farmlands to non-agricultural uses, there would be no agricultural use impacts.

c. and d. Rezone or Conversion of Timberland, Forest Land– No Impact. The project site contains no parcels that are considered forestry lands or timberland. Therefore, because the project would not conflict with existing forestry use zoning or involve other changes that could result in the conversion of forest lands to non-forest uses, there would be no forestry use impacts.

III. AIR QUALITY Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determination. Would the project:					
	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Conflict with or obstruct implementation of applicable air quality plan?			X		
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X		
c) Expose sensitive receptors to substantial pollutant concentrations?			X		
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

In the short-term, air quality impacts from the proposed project will result from construction related activities associated with grading and excavation to prepare the site for the installation of utilities and above ground structures and improvements. These air quality impacts will primarily be related to the generation of airborne dust (Particulate Matter of 10 microns in size or less (PM_{10}).

In the long term, air quality impacts from the proposed project will result from vehicle trip generation to and from the project site and the resultant mobile source emissions of air pollutants (primarily carbon monoxide and ozone precursor emissions).

As discussed below, a 371-unit multifamily residential development of this type would not be expected to create objectionable odors.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur to regional air quality as a result of the future urban

development that was contemplated by the General Plan. These impacts included 8-hour ozone attainment, short-term construction emissions, operational air pollutants, increases in criteria pollutants, odors, and regional air quality impacts. (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.2-1 through 4.2-43). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use, the Open Space, Conservation, and Recreation, and the Circulation Elements, and include policies that encourage a mixture of land uses, provisions for non-automotive modes of transportation, consultation with the Placer County Air Pollution Control District (PCAPCD), and the incorporation of stationary and mobile source control measures.

The General Plan EIR concluded that, despite these goals and policies, significant air quality impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan and other development within the Sacramento Valley Air Basin (SVAB) as a whole will result in the following: violations of air quality standards as a result of short-term emissions from construction projects, increases in criteria air pollutants from operational air pollutants and exposure to toxic air contaminants, the generation of odors and a cumulative contribution to regional air quality impacts. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for air quality impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Project Level Environmental Analysis:

The firm of Raney Planning & Management, Inc., a Sacramento area consulting firm with recognized expertise in air quality, prepared an Air Quality and Greenhouse Gas Impact Analysis (AQGHG) report for the project area. The report, dated May 2023, is available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA and are incorporated into this Negative Declaration by reference. City staff has reviewed the documentation and is also aware that Raney Planning & Management, Inc. has a professional reputation that makes its conclusions presumptively credible and prepared in good faith. Based on its review of the analysis and these other considerations, City staff accepts the conclusions in the Raney Planning & Management, Inc. report, which are summarized below.

The analysis was prepared to estimate the criteria pollutant emissions from project construction and operation, assuming development of 375 multi-family dwelling units, as well as a 15,000

square foot community clubhouse, and 942 parking spaces, consistent with the existing zoning standards in the Rocklin Municipal Code (RMC).

The report also analyzed the 3.38-acre unincorporated parcel located directly north of the incorporated project area. This portion of the project, which was previously Caltrans right-of-way, is currently going through an annexation process to bring the parcel into the City of Rocklin. For the purpose of the study, this parcel assumed development of 101 multi-family residential dwelling units on-site, as well as 218 residential parking spaces, consistent with the RMC. Therefore, the report analyzed a project total of 476 total units.

It should be noted that, subsequent to the preparation of the AQGHG report, the project was updated to include the currently proposed development of 371 multi-family dwelling units, which is a reduction of 109 units from the 476 units that were analyzed in the report, including the unincorporated area. Nonetheless, the assumptions and conclusions included in the report represent a conservative estimate, and actual project emissions for the current project would be lower than what is presented in the report.

The analysis was prepared to estimate the criteria pollutant emissions from project construction and operation. The short-term construction-related and long-term operational emissions of the development of a 476-unit multi-family residential complex project at this project site were estimated using the CalEEMod modeling program. CalEEMod estimates the emissions that result from various land uses, and includes considerations for trip generation rates, vehicle mix, average trip length by trip type, and average speed. Where project-specific data was assumed, that data was input into the CalEEMod model (i.e., construction phases and timing, inherent site or project design features, compliance with applicable regulations, etc.)

Construction Emissions

During construction of the project, various types of equipment and vehicles would temporarily operate on the project site. Construction exhaust emissions would be generated from construction equipment, vegetation clearing and earth movement activities, construction workers' commute, and construction material hauling for the entire construction period. The aforementioned activities would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria air pollutants. Project construction activities also represent a source of fugitive dust, which includes particulate matter (PM) emissions. As construction of the proposed project would generate air pollutant emissions intermittently within the site and the vicinity of the site, until all construction has been completed, construction is a potential concern because the proposed project is in a non-attainment area for ozone and PM.

The project is required to comply with all PCAPCD rules and regulations for construction, including, but not limited to, the following, which would be noted with City-approved construction plans:

- Rule 202 related to visible emissions; Rule 217 related to asphalt paving materials; Rule 218 related to architectural coatings; Rule 228 related to fugitive dust, and Regulation 3 related to open burning.

The analysis found that the overall project's maximum daily emissions from construction operations would be as follows:

MAXIMUM UNMITIGATED CONSTRUCTION EMISSIONS (lbs/day)			
	Reactive Organic Gases (ROG)	Nitrous Oxides (NOx)	Inhalable Particulate Matter (PM_{10})
Maximum Daily Emissions	26.88	72.01	42.84
Placer County Air Pollution Control District (PCAPCD) Significance Thresholds	82	82	82
Exceedance of PCAPCD Threshold	NO	NO	NO

As shown, the project's short-term construction-related emissions are not anticipated to exceed the PCAPCD's significance thresholds for emissions of ROG, NOx, and PM_{10}. Therefore, construction activities associated with development of the proposed project would not substantially contribute to the PCAPCD's nonattainment status for ozone and $PM_{10.}$ Accordingly, construction of the proposed project would not violate any ambient air quality standards (AAQS) or contribute to an existing or projected air quality violation or conflict with or obstruct implementation of the applicable air quality plan.

Operational Emissions

Operational emissions of ROG, NOx and PM_{10} would be generated by the project from both mobile and stationary sources. Day-to-day activities such as vehicle trips to and from the project site would make up the majority of the mobile emissions. Emissions would occur from stationary sources such as natural gas combustion from heating mechanisms, landscape maintenance equipment exhaust, and consumer products (e.g., deodorants, cleaning products, spray paint, etc.). The modeling performed for the project takes these factors into consideration.

The project is required to comply with all PCAPCD rules and regulations, such as those listed previously for construction, as well as the following for operations:

- Rule 225 related to wood-burning appliances, and Rule 246 related to water heaters.

The analysis found that the overall project's maximum operational emissions on a daily basis would be as follows:

MAXIMUM UNMITIGATED OPERATIONAL EMISSIONS (lbs/day)			
	Reactive Organic Gases (ROG)	Nitrous Oxides (NOx)	Inhalable Particulate Matter (PM_{10})
Maximum Daily Emissions	24.33	15.59	17.59
Placer County Air Pollution Control District (PCAPCD) Significance Thresholds	55	55	82
Exceedance of PCAPCD Threshold	NO	NO	NO

As shown, the project's operational emissions of ROG, NOx and PM_{10} would be below the applicable PCAPCD thresholds of significance. Accordingly, the project's operational emissions would not contribute to the PCAPCD's nonattainment status of ozone and PM, operations of the project would not violate an air quality standard or contribute to an existing or projected air quality violation and operationally-related impacts would be considered less than significant.

Cumulative Air Quality

Due to the dispersive nature and regional sourcing of air pollutants, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants, including ozone and PM, is a result of past and present development, and, thus, cumulative impacts related to these pollutants could be considered cumulatively significant.

The project is part of a pattern of urbanization occurring in the greater Sacramento ozone nonattainment area. The growth and combined vehicle usage, and business activity within the nonattainment area from the project, in combination with other past, present, and reasonably foreseeable projects within Rocklin and surrounding areas, could either delay attainment of the standards or require the adoption of additional controls on existing and future air pollution sources to offset emission increases. Thus, the project could cumulatively contribute to regional air quality health effects through emissions of criteria and mobile source air pollutants.

The PCAPCD recommends using the region's existing attainment plans as a basis for analysis of cumulative emissions. If a project would interfere with an adopted attainment plan, the project would inhibit the future attainment of AAQS, and thus result in a cumulative impact. As discussed above, the PCAPCD's recommended thresholds of significance for ozone precursors and PM_{10} are based on attainment plans for the region. Thus, the PCAPCD concluded that if a project's ozone precursor and PM_{10} emissions would be greater than the PCAPCD's operational-level thresholds, the project could be expected to conflict with relevant attainment plans, and could result in a cumulatively considerable contribution to a significant cumulative impact.

As shown in the Maximum Unmitigated Operational Emissions table above, the proposed project would result in the generation of ROG, NOx and PM_{10} emissions that would be below the applicable operational-level thresholds; therefore, impacts related to the cumulative emissions of criteria pollutants for which the PCAPCD area is in non-attainment would be considered less than significant.

The General Plan EIR identified a cumulative contribution to regional air quality impacts as a significant and unavoidable impact, and the City of Rocklin adopted Findings of Fact and a Statement of Overriding Considerations in recognition of this impact. The proposed development of a 371-unit multi-family residential project would not result in a change to this finding because the project does not result in short-term, long-term or cumulative air quality emissions that exceed the PCAPCD's significance thresholds.

Significance Conclusions:

a. and b. Conflict with or obstruct implementation of the applicable air quality plan, result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard – *Less Than Significant Impact.* The development of a 371-unit multi-family residential complex at this project site would result in construction and operational activities that would generate air quality emissions.

The proposed project area is located within the Sacramento Valley Air Basin (SVAB) and is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). The SVAB is designated nonattainment for the federal particulate matter 2.5 microns in diameter ($PM_{2.5}$) and the State particulate matter 10 microns in diameter (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 national ambient air quality standards (NAAQS). The SIP is periodically modified to reflect the latest emissions inventories, planning documents, rules, and regulations of air basins as reported by the agencies with jurisdiction over them. In compliance with regulations, the PCAPCD periodically prepares and updates air quality plans that provide emission reduction strategies to achieve attainment of the NAAQS, including control strategies to reduce air pollutant emissions via regulations, incentive programs, public education, and partnerships with other agencies.

The current applicable air quality plan for the proposed 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 Clean Air Act (CAA) requirements, including the NAAQS. It should be noted that in addition to strengthening the 8-hour ozone NAAQS, the

United States Environmental Protection Agency (USEPA) also strengthened the secondary 8-hour ozone NAAQS, making the secondary standard identical to the primary standard. The SVAB remains classified as a severe nonattainment area 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. 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 NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS. 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 recently proposed updates to the District's recommended significance thresholds for emissions of PM_{10}, and ozone precursors – reactive organic gases (ROG) and oxides of nitrogen (NO_X). On October 13, 2016 the PCAPCD adopted updated thresholds of significance of the aforementioned pollutants.

PCAPCD THRESHOLDS OF SIGNIFICANCE		
POLLUTANT	CONSTRUCTION THRESHOLD (LBS/DAY)	OPERATIONAL THRESHOLD (LBS/DAY)
ROG	82	55
NOx	82	55
PM_{10}	82	82
Source: PCAPCD, 2017.		

The significance thresholds, expressed in pounds per day (lbs/day), listed in the table above are the PCAPCD's current recommended thresholds of significance for use in the evaluation of air quality impacts associated with proposed development projects. The City of Rocklin, as lead agency, is utilizing the PCAPCD's recommended thresholds of significance for CEQA evaluation purposes. Thus, if a project's emissions exceed the PCAPCD's pollutant thresholds presented above, the project could have a significant effect on air quality, the attainment of federal and State AAQS, and could conflict with or obstruct implementation of the applicable air quality plan.

Through the combustion of fossil fuels, motor vehicle use produces significant amounts of pollution. In fact, the PCAPCD cites motor vehicles as a primary source of pollution for residential, commercial, and industrial development. Because motor vehicles emit air quality pollutants during their operations, changing the amount of motor vehicle operations in an area would change the amount of air pollutants being emitted in that area.

As shown in the Construction Emissions and Operational Emissions tables above, the development of a 371-unit multi-family residential project's construction and operational emissions of ROG, NOx, and PM_{10} would be below the applicable PCAPCD thresholds of significance. These thresholds consider strategies for attaining air quality standards. Accordingly, the project's construction and operational emissions would not contribute to the PCAPCD's nonattainment status of ozone and PM, operations of the project would not violate an air quality standard or contribute to an existing or projected air quality violation and construction-related and operationally-related impacts would be considered less than significant.

For cumulative emissions, the PCAPCD recommends using the region's existing attainment plans as a basis for analysis of cumulative emissions and the PCAPCD concluded that if a project's ozone precursor and PM_{10} emissions would be greater than the PCAPCD's operational-level thresholds, the project could be expected to conflict with relevant attainment plans, and could result in a cumulatively considerable contribution to a significant cumulative impact. As shown in the Operational Emissions table above, the development of a 371-unit multi-family residential project would result in the generation of ROG, NOx and PM_{10} emissions that would be below the applicable operational-level thresholds. Thus, the development project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard and the impact would be considered less than significant.

c. Sensitive Receptors – *Less than Significant Impact.* The development of a 371-unit multi-family residential complex at this project site would result in construction and operational activities that would generate air quality emissions that could potentially impact sensitive receptors.

Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, childcare centers, playgrounds, retirement homes, convalescent homes, hospitals and medical clinics. The development of a 371-unit multi-family residential complex at this project site involves the development of residential uses; thus, the project would introduce sensitive receptors to the area. The nearest existing sensitive receptors to the project site are the multi-family residences directly to the east, as well as the Seavy Center School and the Western Sierra Collegiate Academy located approximately 200 feet and 500 feet north of the project site.

Emissions of carbon monoxide (CO) would result from the incomplete combustion of carbon-containing fuels such as gasoline or wood and are particularly related to traffic levels. Local mobile-source CO emissions near roadways are a direct function of traffic volume, speed and delay. Transport of CO is extremely limited because it disperses rapidly with distance from the source under normal meteorological conditions. However, under specific meteorological

conditions, CO concentrations near roadways and/or intersections may reach unhealthy levels at nearby sensitive land uses, such as residential units, hospitals, schools, and childcare facilities. Thus, high local CO concentrations are considered to have a direct influence on the receptors they affect. It should be noted that as older, more polluting vehicles are retired and replaced with newer, cleaner vehicles, the overall rate of emissions of CO for vehicle fleet throughout the State has been, and is expected to continue, decreasing. Therefore, emissions of CO would likely decrease from current levels over the lifetime of the project.

Localized concentrations of CO are related to the levels of traffic and congestion along streets and at intersections. Traffic congestion near a roadway's intersection with vehicles moving slowly or idling could result in localized CO emissions at that intersection due to a vehicle engine's inefficient combustion. High levels of localized CO concentrations are only expected where background levels are high. Accordingly, a land use project could result in impacts associated with localized CO concentrations at roadway intersections if the project generates substantial traffic. Typically, according to the statewide CO Protocol document, signalized intersections operating at Level of Service (LOS) E or F, or projects that would result in the worsening of signalized intersections to LOS E or F, have the potential to result in localized CO concentrations in excess of the State or federal AAQS and potentially expose sensitive receptors to substantial CO concentrations.

In accordance with the statewide CO Protocol, the PCAPCD has established screening methodology for localized CO emissions, which are intended to provide a conservative indication of whether project-generated vehicle trips would result in the generation of localized CO emissions that would contribute to an exceedance of AAQS and potentially expose sensitive receptors to substantial CO concentrations. Per the PCAPCD's screening methodology if the project would result in vehicle operations producing more than 550 lbs/day of CO emissions and if either of the following scenarios are true, the project could result in localized CO emissions that would violate CO standards:

- Degrade the peak-hour level of service (LOS) on one or more streets at one or more intersections (both signalized and non-signalized) in the project vicinity from an acceptable peak-hour Level of Service (LOS) (e.g., LOS A, B, C, or D) to an unacceptable peak-hour LOS (e.g., LOS E or F); or
- Substantially worsen an already existing unacceptable peak-hour LOS on one or more streets or at one or more intersections in the project vicinity. "Substantially worsen" includes an increase in delay at an intersection by 10 seconds or more when project-generated traffic is included (it should be noted that for purposes of CO analysis the threshold of significance is worse than LOS D, however for purposes of traffic analysis the City's LOS threshold for acceptable operations is LOS C).

According to the air quality modeling performed in Raney's 2022 report for the development of a 476-unit multi-family residential complex at this project site (the results of which are considered to be conservative because the proposed project is now 371 units), operation of the project on the northern parcel would result in maximum mobile source CO emissions of 25.27

lbs/day, and operation of the project on the southern parcel would result in maximum mobile source CO emissions of 107.94 lbs/day, for a collective total of 133.21 lbs/day. Consequently, CO emissions related to operation of the project would be far below the 550 lbs/day screening threshold used by PCAPCD. Therefore, according to the PCAPCD's screening methodology for localized CO emissions, the project would not be expected to generate substantial concentrations of localized CO emissions.

In addition to the CO emissions discussed above, Toxic Air Contaminants (TACs) are also a category of environmental concern. The California Air Resources Board (CARB) *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommendations for siting new sensitive land uses near sources typically associated with significant levels of TAC emissions, including, but not limited to, freeways and high traffic roads, distribution centers, and rail yards. CARB has identified diesel particulate matter (DPM) from diesel-fueled engines as a TAC. High volume freeways/roadways, stationary diesel engines, and facilities attracting heavy and constant diesel traffic were identified as having the highest associated health risks from DPM. Health risks from TACs are a function of both the concentration of emissions and the duration of exposure. Health-related risks associated with DPM in particular are primarily associated with long-term exposure and associated risk of contracting cancer.

Due to the nature of the project, relatively few vehicle trips associated with the project would be expected to be composed of heavy-duty diesel-fueled trucks and their associated emissions. The project would not involve any land uses or operations that would be considered major sources of TACs, including DPM, and the project does not involve long-term operation of any stationary diesel engine or other on-site stationary source of TACs. As such, the proposed project would not generate any substantial pollutant concentrations during operations.

Construction-related activities could result in the generation of TACs, specifically DPM, from on-road haul trucks and off-road equipment exhaust emissions. However, construction is temporary and occurs over a relatively short duration in comparison to the operational lifetime of a project. Only portions of the site would be disturbed at a time throughout the construction period, with operation of construction equipment occurring intermittently throughout the course of a day, rather than continuously at any one location on the project site. Operation of construction equipment within portions of the overall development area would allow for the dispersal of emissions, and would ensure that construction activity is not continuously occurring in the portions of the project site closest to existing sensitive receptors. In addition, all construction equipment and operation thereof would be regulated per the State's In-Use Off-Road Diesel Vehicle Regulation. The In-Use Off-Road Diesel Vehicle Regulation includes emissions reducing requirements such as limitations on vehicle idling, disclosure, reporting, and labeling requirements for existing vehicles, as well as standards relating to fleet average emissions and the use of Best Available Control Technologies. Project construction would also be required to comply with all applicable PCAPCD rules and regulations, particularly associated with permitting of air pollutant sources. In addition, as noted above construction equipment would operate intermittently throughout the course of a day and only portions of the site would be disturbed at a time. Considering the intermittent nature of construction equipment, the duration of

construction activities, and the typical long-term exposure periods typically associated with health risks, the likelihood that any one sensitive receptor would be exposed to high concentrations of DPM for any extended period of time due to project construction would be low. Therefore, construction of the project would not be expected to expose any nearby sensitive receptors to substantial concentrations of DPM or other TACs.

Emissions of TACs related to operational activities are typically associated with stationary diesel engines of land uses that involve heavy truck traffic or idling. The project is not expected to generate heavy truck traffic or involve the use of forklifts or other stationary diesel-fueled equipment. However, any potential future uses would be required to comply with all PCAPCD rules and regulations, including obtaining permits to operate, if any stationary diesel engines are proposed.

Based on the above discussion, the proposed 371-unit multifamily residential project would not expose sensitive receptors to substantial pollutant concentrations, and impacts would be less than significant.

d. Odors – *Less Than Significant Impact.* Odors are generally regarded as an annoyance rather than a health hazard. Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, quantitative methodologies to determine the presence of a significant odor impact do not exist. Certain land uses such as wastewater treatment facilities, landfills, confined animal facilities, composting operations, food manufacturing plants, refineries, and chemical plants have the potential to generate considerable odors. The proposed project does not involve such land uses nor is it located near any such land uses. Although less common, emissions of DPM from heavy-duty diesel truck traffic could result in objectionable odors. While the proposed project would increase the total amount of vehicle trips in the area, the increase in area vehicle activity would not necessarily create an increase in heavy-duty diesel truck traffic, because the traffic increase would mostly be a result of increased residential land uses. Residential land uses are not typically associated with heavy-duty diesel truck traffic, and thus the increase in daily trips attributable to residential land uses would mainly involve single passenger vehicles that are not typically considered to be sources of objectionable odors.

Diesel fumes associated with diesel-fueled equipment and heavy-duty trucks, such as from construction activities or operations of emergency generators, could be found to be objectionable. However, as addressed above, construction is temporary and construction equipment would operate intermittently throughout the course of a day and would likely only occur over portions of the project area at a time.

In addition, PCAPCD Rule 205, Nuisance, addresses the exposure of "nuisance or annoyance" air contaminant discharges, including odors, and provides enforcement of odor control. Rule 205 is complaint-based, where if public complaints are sufficient to cause the odor source to be a public nuisance, then the PCAPCD is required to investigate the identified source as well as determine an acceptable solution for the source of the complaint, which could include operational

modifications to correct the nuisance condition. Thus, although not anticipated, if odor or air quality complaints are made upon the development of the proposed project, the PCAPCD would be required to ensure that such complaints are addressed and mitigated, as necessary.

Because the proposed project does not include the development of odor-generating land uses or development in proximity to odor-generating land uses, because the increase in project area traffic would be largely through increased use of passenger vehicles rather than heavy-duty diesel trucks, and considering the intermittent nature and short-term duration of construction activities, the project would not be anticipated to result in the exposure of residences or other sensitive receptors to objectionable odors or result in other emissions such as those leading to the creation of objectionable odors adversely affecting a substantial number of people. Therefore, the proposed project would result in a less than significant impact related to objectionable odors.

IV. BIOLOGICAL RESOURCES Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X			
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X		
c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X		
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X		
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X	
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X	

DISCUSSION OF DETERMINATION:

Project Impacts:

The development of a 371-unit multi-family residential complex at this project site would modify habitats through the removal of native and other plant materials on the project site and impacts to special status animal and plant species could occur due to their presence or potential presence on the project site. The project does not contain any oak trees, but based upon biological surveys, the project site includes a creek, associated riparian areas, seasonal wetlands and vernal pools.

Prior Environmental Analysis

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur to the biological resources of the Planning Area as a result of the future urban development that was contemplated by the General Plan. These impacts included special-status species, species of concern, non-listed species, biological communities and migratory wildlife corridors (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.10-1 through 4.10-47). Mitigation measures to address these impacts are incorporated into the General Plan in the Open Space, Conservation and Recreation Element, and include policies that encourage the protection and conservation of biological resources and require compliance with rules and regulations protecting biological resources, including the City of Rocklin Oak Tree Preservation Ordinance.

The General Plan EIR concluded that, despite these goals, policies and rules and regulations protecting biological resources, significant biological resources impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will impact sensitive biological communities, will result in the loss of native oak and heritage trees, will result in the loss of oak woodland habitat and will contribute to cumulative impacts to biological resources. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for biological resources impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Project-Level Environmental Analysis:

The firm of Salix Consulting, Inc., a Sacramento area consulting firm with recognized expertise in biological resources, prepared a Biological Resources Analysis Report for the approximately 16.3-acre total project site, which included both the incorporated and unincorporated portion of the project (proposed project site). The report, dated June 2022 and amended June 2023, is available for review during normal business hours at the City of Rocklin Planning Division, 3970 Rocklin Road, Rocklin, CA and is incorporated into this Mitigated Negative Declaration by this reference. City staff has reviewed the documentation and is also aware that Salix Consulting, Inc. has a professional reputation that makes its conclusions presumptively credible and prepared in good faith. Based on its review of the analysis and these other considerations, City staff accepts the conclusions in the Salix Consulting, Inc. report, which is summarized below.

Project Site Description:

The study area encompasses approximately 16.3 total acres in a roughly square shape. Three biological communities are identified within the study area: annual grassland, riparian and an intermittent stream. Additionally, five concrete building pads were constructed in 2007 and then abandoned. These building pads occupy approximately 2.0 acres. The site also contains numerous other infrastructure features including manhole covers, storm drain inlets, electrical stubs, piping, etc. The site is maintained through frequent mowing and vegetation is kept low and minimal. The property contains an above ground detention basin that is maintained along with the rest of the property. The bottom of the basin is lined with landscape fabric, and it holds occasional water from winter rains. The feature is clearly intended to be a temporary structure but has remained with the abandoned development.

Biological Assessment Overview

As part of the assessment of the project site's biological resources, queries of the California Natural Diversity Database (CNDDB) of the California Department of Fish and Wildlife (CDFW) (including the Rocklin USGS quadrangle which includes the project area and the eight other surrounding quadrangles including Roseville, Lincoln, Sheridan, Gold Hill, Folsom, Citrus Heights, Rio Linda and Pleasant Grove), United States Fish and Wildlife (USFWS) species lists, Natural Resource Conservation Service (NRCS) soils survey, California Native Plant Society (CNPS) Inventory and other literature reviews were conducted to provide updated information on special-status plant and wildlife species within the project region.

Field assessments of wildlife, habitats, and plants were conducted in whole or in part on June 9 and September 10, 2021, and May 10 and June 21, 2022, by Principal Biologist Jeff Glazner. All areas of the property were walked and evaluated to characterize existing conditions, to assess the potential for sensitive plant and wildlife resources to occur, and to determine if aquatic resources were present onsite. During the field assessment, biological communities were mapped and assessed for the potential to support special-status species. Plants and animals observed were documented, and ground photos were taken. Aerial photography was taken on

September 10, 2021, to obtain a high resolution ortho mosaic, which is presented in the Salix report.

Biological Communities

Three biological communities were identified on the overall project site: annual grassland, riparian, and intermittent stream. Vegetative cover is generally dominated by 14 +/- acres of annual grassland habitat, followed by 0.1 +/- acre intermittent stream and 0.2 +/- acre of riparian. As previously stated, the remaining 2 +/- acres is developed building pad area from a previous project.

Special-Status Plant and Animal Species

Special-status plant and animal species are those that have been afforded special recognition by federal, State, or local resources or organizations. Listed and special-status species are of relatively limited distribution and may require specialized habitat conditions.

Plants

Of the eight (8) potentially-occurring plant species listed in the study, seven (7) species were identified as occurring within or near a five-mile radius of the study area and are marked with an asterisk (*) in the lists below. None of these species was determined to have any potential to occur within the study area due to lack of suitable habitats (vernal pools or other wetland habitats). The short reach of an unnamed tributary to Pleasant Grove Creek would not support these species.

- Big-scale balsam-root (*Balsamorhiza macrolepis*)*
- Hispid salty bird's-beak (*Chloropyron molle hispidum*)*
- Dwarf downingia (*Downingia pusilla*)*
- Bogg's Lake hedge-hyssop (*Gratiola heterosepala)**
- Ahart's dwarf rush (*Juncus leiospermus ahartii*)
- Red Bluff dwarf rush (*Juncus leiospermus leiospermus*)*
- Legenere (*Legenere limosa*)*
- Pincushion navarretia (*Navarretia myersii myersii*)*

In summary, eight (8) special-status plants are known from the region surrounding the study area, and seven (7) of these plants are known from within a five-mile radius. All eight (8) of the species were determined to have no potential for occurring onsite and were eliminated from further consideration. None were observed during the field surveys.

Wildlife

Based upon a review of resource databases noted above, there are eighteen potentially occurring special-status animal species on the overall project site. These species are discussed in more detail below:

Of the 18 potentially-occurring animal species listed in the study, 12 species were identified as occurring within or near a 5-mile radius of the study area and are marked with an asterisk (*) in the lists below. Ten (10) species were determined to have no potential to occur within the study area due to lack of suitable habitats or microhabitats, such as vernal pools, wetlands, marshes, fresh-water streams below man-made barriers, and similar aquatic habitats, or due to the absence of host plants or the site being outside the range of the species. These have been dismissed from further consideration and include:

- Conservancy fairy shrimp (*Branchinecta conservatio*)
- Vernal pool fairy shrimp (*Branchinecta lynchi*)*
- Monarch butterfly (*Danaus plexippus*)
- Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*)*
- Delta smelt (Hypomesus transpacificus) (site outside range of species)
- Vernal pool tadpole shrimp (*Lepidurus packardi*)*
- Steelhead, Central Valley ESU (*Oncorhynchus mykiss irideus*)*
- California red-legged frog (*Rana draytonii*)
- • Western spadefoot (*Spea hammondii*)*
- Giant garter snake (*Thamnophis gigas*)

The following seven (6) species have no potential to occur because the site lacks suitable nesting or foraging habitat (such as large/old growth trees close to a body of water, secondary cavities near open foraging areas, cliffs, banks, dunes, tall man-made structures, or marshes).

- Tricolored blackbird (*Agelaius tricolor*)*
- Grasshopper sparrow (Ammodramus savannarum)*
- California black rail (*Laterallus jamaicensis coturnculus*)*
- Song Sparrow - Modesto population (*Melospiza melodia*)
- White-tailed kite (*Elanus leucurus*)*
- Purple martin (*Progne subis*)*

Although not observed, burrowing owl (*Athene cunicularia*)* has some potential to occur due to open character of the study area and potential for ground nesting. Burrowing owls usually occupy abandoned ground squirrel burrows but in areas with pipes along the ground and other openings for cover are present, they may find suitable non-squirrel occupation sites.

For Swainson's hawk (*Buteo swainsoni*) foraging and nesting, the proximity of the study area to one or more active nest sites determines the potential for development of the site to impact the hawk's foraging and nesting behavior. In terms of distribution of the hawk, the study area is located at the eastern edge of the hawk's range which is situated at the transition between the

Sacramento Valley and the Sierra Nevada Foothills. The study area does not contain habitat to support Swainson's hawk nesting. The study area could provide foraging habitat if active nests were found within 10 miles. The nearest reported CNDDB occurrence is a 2009 record at site 1.9 miles to the west along Pleasant Grove Creek in the City of Roseville near William Hughes Park. Two additional occurrences are reported by the CNDDB along Pleasant Grove Creek 2.65 miles to the west and 3.49 miles to the southwest. Given the location and size of the study area and its proximity to known nest sites, the use of the study area for foraging cannot be discounted. Additionally, it is necessary to avoid impacts to active nests with 0.25 mile of the study area. If active Swainson's hawk nests are found within 0.25 mile of the construction area, construction within 0.25 mile of the nest should not commence until a qualified biologist determines that the young have fledged, or it is determined that the nesting attempt has failed.

In summary, 18 special-status animals are known from the region surrounding the study area. Of these species, only the burrowing owl has potential to occupy the site and Swainson's hawk may forage within the study area if an active nest is detected within 0.25- mile of the study area. The property does not provide suitable habitat for any other the other special status species, except for bird foraging habitat.

Hydrology and Jurisdictional Waters of the U.S.

An unnamed intermittent stream flows through the study area. This feature carries seasonal flows and warm season urban runoff and is wet for much of the year. Any encroachment below the ordinary high-water mark would require permits from the U.S. Army Corps of Engineers (Corps) and the Regional Water Quality Control Board (RWQCB). The Corps may require a Section 7 consultation with the National Marine Fisheries Service for potential impacts to salmonids resulting in the issuance of a Biological Opinion by that agency.

Riparian Vegetation

The intermittent stream and associated riparian habitat cross the study area and are regulated by the California Department of Fish and Wildlife (CDFW) under the Fish and Game Code. Crossing the intermittent stream, whether or not impacts occur below the OHWM would require a Lake & Streambed Alteration Agreement (Fish and Game Code Section 1602) from the (CDFW).

Significance Conclusions:

a. Effect on Protected Species – *Less Than Significant With Mitigation*. The development of a 371-unit multi-family residential complex at this project site would result in the construction and operational activities that would directly result in physical disturbance of the project site and its biological resources.

Special-Status Plants

As noted above, while eight (8) special-status plant species were identified as occurring within the region surrounding the site, none of these were determined to have any potential to occur within the study area due to the lack of suitable habitats or soil substrates. No further studies are recommended or required.

Special-Status Wildlife

As noted above, eighteen (18) special-status animal species were identified through the database queries as occurring within the region surrounding the site. Only burrowing owl may occupy the site, and it is possible that Swainson's hawks could use the site for foraging.

Foraging or Nesting Raptor/Passerine Species

Potential nesting habitat is present for birds protected by the Migratory Bird Treaty Act occurs in association with trees and shrubs located in the study area. If tree removal or other ground disturbance takes place during the breeding/nesting season (February 1 through August 31), disturbance of nesting activities could occur. To avoid impacts to nesting birds, disturbance should occur outside of the typical nesting season. If disturbance occurs at any time during the nesting season, a pre-construction survey should be conducted by a qualified biologist within two weeks prior to initiation of proposed development activities. If active nests are found during the pre-construction survey, buffer zones should be established around any identified nests, and the nests should be monitored by a qualified biologist until the offspring have fledged. Consultation with the California Department of Fish and Wildlife (CDFW) may be warranted. If no nesting is found to occur, necessary vegetation removal could then proceed.
To address the project's potential impacts to foraging or nesting raptor/passerine species, the following mitigation measure, agreed to by the applicant, is being applied to the project:

IV.- 1 The applicant/developer shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February 1 through September 15).

If tree and vegetation removal and/or project grading or construction activities would occur during the nesting season for raptors and migratory birds (February-September 15), the developer and/or contractor shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 14 days prior to initiation of tree and vegetation removal activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of tree and vegetation removal activities, documentation of the survey shall be provided to the City of Rocklin Engineering Department and if the survey results are negative, no further mitigation is required and necessary tree and vegetation removal may proceed. If there is a break in construction activities of more than 14 days, then subsequent surveys shall be conducted.

If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot buffers). Monitoring of the nest by a qualified biologist may be required if the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September 16 – January 31), a survey is not required and no further studies are necessary.

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to foraging or nesting raptor/passerine species to a less than significant level.

Although the project site has been previously graded following the attainment of the necessary regulatory permits to allow for fill and excavation on the project site, and while none were located as part of the biological study, it is possible that Swainson's hawks could use the site for foraging and there is still the potential for an active Swainson's hawk nest tree to be located within 0.25 mile feet of the project site. To address the potential impact of the loss of Swainson's hawk foraging habitat, the following mitigation measure, agreed to by the applicant, is being applied to the project:

IV.-2 If an active Swainson's hawk nest tree is located within 0.25 mile of the project site, prior to the start of grading or construction 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 mitigation bank credits, 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.

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to Swainson's hawk foraging habitat to a less than significant level.

As noted above, burrowing owls were not identified on the property during the site surveys, but there is still the potential for burrowing owls to be present on the project site. Because potential burrowing owl habitat is present onsite, the following mitigation measure, agreed to by the applicant, is being applied to the project:

IV.-3 Prior to any grading activities, the applicant/developer shall hire a qualified biologist to conduct a pre-construction take avoidance survey between 14 and 30 days prior to the commencement of construction, in accordance with the 2012 California Department of Fish and Wildlife Staff Report on Burrowing Owl Mitigation (2012 Staff Report) (CDFW 2012). The survey area shall include an approximately 500-foot buffer area around the footprint of work activities, where access is permitted. If the surveys are negative, then and a letter report documenting the results of the survey should be provided to the CDFW, City of Rocklin Environmental Coordinator and the project proponent for their records, and no additional measures are required. If construction does not commence within 14 days of the pre-construction survey, or halts for more than 14 days, a new survey shall be required.

If burrows are observed within 500 feet of the footprint of work activities, an impact assessment shall be prepared and submitted to the CDFW, in accordance with the 2012 Staff Report. If it is determined that project activities may result in impacts to nesting, occupied, and satellite burrows and/or burrowing owl habitat, the biologist shall consult with CDFW and develop a detailed mitigation plan such that the habitat acreage, number of burrows, and burrowing owls impacted are replaced. The mitigation plan shall be implemented prior to any grading activities and/or prior to the issuance of Improvement Plans.

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to burrowing owls to a less than significant level.

b. and c. Riparian Habitat and Wetlands – *Less Than Significant Impact.*

The biological resource analysis survey conducted by Salix Consulting, Inc. indicates that the project site contains wetlands/waters that may be considered jurisdictional by the Army Corps of Engineers, RWQCB or CDFW. An unnamed intermittent stream flows through the study area. This feature carries seasonal flows and warm season urban runoff and is wet for much of the year. Any encroachment below the ordinary high-water mark would require permits from the U.S. Army Corps of Engineers (Corps) and the Regional Water Quality Control Board (RWQCB). The Corps may require a Section 7 consultation with the National Marine Fisheries Service for potential impacts to salmonids resulting in the issuance of a Biological Opinion by that agency.

The project is not anticipated to impact the wetlands/waters that may be considered jurisdictional because it does not include construction activities around or over the creek. As noted previously, access to the project site will be via a bridge over the unnamed tributary to Pleasant Grove Creek. When the project site was previously partially developed as part of a project approved by the City of Rocklin, that project included a bridge over the unnamed tributary to Pleasant Grove Creek. The approved bridge design and plans are now being processed as its own separate project through the City of Rocklin Engineering Division's Improvement Plan process.

d. Fish and Wildlife Movement – *Less than Significant Impact.*

Wildlife corridors link together areas of suitable habitat that are otherwise separated by rugged terrain, changes in vegetation, or human disturbance. The fragmentation of undeveloped land by urbanization creates isolated "islands" of wildlife habitat. Fragmentation can also occur when a portion of one or more habitats is converted into another habitat, such as when woodland or scrub habitat is altered or converted into grasslands after a disturbance such as fire, mudslide, or grading activities. Wildlife corridors mitigate the effects of this fragmentation by: (1) allowing animals to move between remaining habitats, thereby permitting depleted populations to be replenished and promoting genetic exchange and diversity; (2) providing escape routes from fire, predators, and human disturbances, thus reducing the risk of catastrophic events (such as fire or disease) on population or local species extinction, and (3), serving as a travel routes for individual animals as they move within their home ranges in search of food, water, mates and other needs.

The project site consists of vacant properties (with the exception of the previously constructed building pads and associated infrastructure) and the surrounding lands are designated as Recreation/Conservation and then existing businesses within the Atherton Tech Center Business Park to the north of the project site. The previously approved Lonetree Apartments project and the Atherton Tech Center Business Park are located directly to the northeast and north, respectively, and to the west is State Route 65. To the east of the project site is the James Apartments. Beyond that to the east is another vacant parcel designated for Light Industrial land uses, some office complexes, Kathy Lund Park and the site of the recently approved, but not yet completed, West Oaks Townhomes Subdivision which consists of 16 luxury small lot single family homes. To the south of the project site is vacant property designated as Recreation/Conservation and the Arroyo Vista apartments.

The project site is located within a mostly developed area that includes roads, existing residential, light industrial and office developments. The project site does include a creek and riparian habitat, and a riparian buffer was established along that creek in accordance with City policies. To the degree that the creek and riparian area currently serve as a wildlife migration corridor, it is expected that the project's preservation of the creek and riparian area will also preserve the ability for wildlife to use that corridor for movement. Therefore, the multi-family residential development is not anticipated to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or wildlife nursery sites.

e. Local Policies/Ordinances – *No Impact.*

The City of Rocklin General Plan policies OCR-42 and OCR-43 require all projects to mitigate for the loss of oak trees and the impacts to oak woodland that result from development. To comply with these policies, the City of Rocklin relies on the Oak Tree Preservation Ordinance and the Oak Tree Preservation Guidelines to determine project impacts and appropriate mitigation for the removal of and construction within the dripline of native oak trees with a trunk diameter of 6 inches or more at 4.5 feet above ground level. Seven oak species and five hybrids between these species are defined as "native oaks" by the City. Per the City's oak tree ordinance, the diameter at breast height (DBH) of a multiple trunk tree is the measurement of the largest trunk only, and heritage trees are defined as native oak trees with a trunk diameter of 24 inches or more.

The City of Rocklin commissioned the firm of Phytosphere Research to evaluate, characterize, and make recommendations on the City's urban forest, and from that effort, a 2006 report titled "Planning for the Future of Rocklin's Urban Forest" was produced. One of the findings of this report was that the City's overall tree canopy cover has increased from 11% in 1952 to 18% in 2003 (a 63% increase) due to the protection of existing oaks and growth of both new and existing trees. This finding supports the City's on-going practice of requiring mitigation for oak tree removal through its Oak Tree Preservation Ordinance as being an effective way to maintain or even increase urban forest canopy.

Although an arborist report was not submitted in association with the proposed project, based upon reviews of aerial photos and site visits, there are no native oak trees within the boundaries of the project site that would be regulated by the City's Oak Tree Preservation Ordinance.

There are no facts or circumstances presented by the proposed project which create conflicts with other local policies or ordinances protecting biological resources.

f. Habitat Conservation Plan/Natural Communities Conservation Plan – *No Impact.*

The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state Habitat Conservation Plan because the site is not subject to any such plan; therefore, there is no impact related to a conflict with a habitat conservation plan or natural communities conservation plan.

V. CULTURAL RESOURCES Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?				X	
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		X			
c)	Disturb any human remains, including those interred outside of dedicated cemeteries?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The development of a 371-unit multi-family residential complex at this project site would result in ground disturbance which could potentially impact known or unknown/undiscovered historical, archaeological, sites and/or human remains as development occurs.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur to historical and cultural resources (including human remains) within the Planning area as a result of the future urban development that was contemplated by the General Plan. These impacts included potential destruction or damage to any historical and cultural resources (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.8-1 through 4.8-21). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and Open Space, Recreation and Conservation Elements, and include goals and policies that encourage the preservation and protection of historical and cultural resources and the proper treatment and handling of such resources when they are discovered.

The General Plan EIR concluded that despite these goals and policies, significant cultural resources impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will contribute to cumulative impacts to historic character. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

Historically significant structures and sites as well as the potential for the discovery of unknown archaeological or cultural resources as a result of development activities are discussed in the Rocklin General Plan. Policies and mitigation measures have been included in the General Plan to encourage the preservation of historically significant known and unknown areas.

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for cultural resources impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Project-Level Environmental Analysis:

The firm of Peak & Associates, Inc., a Sacramento area consulting firm with recognized expertise in cultural resources, prepared a cultural resource report for the West Oaks Apartments project area. The report, dated May 4, 2023, is not available for public review due to the need to protect the confidentiality of Native American cultural place information in compliance with federal and State rules and regulations. The report's basic findings are incorporated into this Mitigated Negative Declaration by this reference. City staff has reviewed the documentation and is also aware that Peak & Associates, Inc. has a professional reputation that makes their conclusions presumptively credible and prepared in good faith. Based on its review of the analysis and these other considerations, City staff accepts the conclusions in the Peak & Associates, Inc. report, which is summarized below.

In summary, the Peak & Associates, Inc. report included records searches of the North Central Information Center (NCIC), archival research, field parcel surveys and limited excavation efforts performed by a qualified archaeologist, a request to the Native American Heritage Commission (NAHC) for a search of the Sacred Lands File Inventory, and notification of Native American contacts recommended by the NAHC. The records searches revealed that the project area contains one prehistoric period site, and three prehistoric period and one historic period resource are recorded within a one-quarter mile radius. The prehistoric period site on the project area was subjected to a shovel test excavation in 1992 and it was concluded that the site is not an important archaeological resource and requires no further consideration in the planning process. During the most recent archaeological survey, the site appears to be lost in grading activities or buried in fill and no evidence of prehistoric or historic period cultural resources were observed. However, the project site may contain unknown cultural resources that could potentially be discovered during construction activities.

Significance Conclusions:

a. Historic Resources – *Less Than Significant Impact.* CEQA Statutes Section 21084.1 identifies historic resources as those listed in or eligible for listing in the California Register of Historic Resources, based on a range of criteria, including association with events or patterns of events that have made significant contributions to broad patterns of historical development in the United States or California, including local, regional, or specific cultural patterns (California Register Criterion 1), structures which are directly associated with important persons in the history of the state or country (Criterion 2), which embody the distinctive characteristics of type, period, or other aesthetic importance (Criterion 3), or which have the potential to reveal important information about the prehistory or history of the state or the nation (such as archaeological sites) (Criterion 4).

In addition to meeting at least one of the above criteria, the structure must typically be over 50 years old (a state guideline rather than a statutory requirement) and have retained historic integrity sufficient to be clearly evident as a historic resource through a combination of location, design, setting, materials, workmanship, feeling and association with historic patterns. The definition of "integrity" in this context is based on criteria established by the National Register of Historic Places.

The project site is not known to contain any historic resources as defined in §15064.5 of the CEQA Guidelines (the project archaeologist concluded that there are no identified cultural resources on the project site that are considered eligible for the National or State Register of Historic Places/Resources); therefore, no impacts to historic resources are anticipated.

b. Archaeological Resources – *Less Than Significant Impact With Mitigation.* While no archaeological resources were found during the Peak & Associates, Inc. study, as noted above, the project site may contain unknown/undiscovered cultural resources.

To address the project's potential impact of the discovery of unknown cultural resources, the following mitigation measure, agreed to by the applicant, is being applied to the project:

V.-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 Coordinator 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.

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 Coordinator 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).

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to known and unknown/ undiscovered cultural resources to a less than significant level.

c. Human Remains – *Less Than Significant Impact.* No evidence of human remains is known to exist at the project site. However, in the event that during construction activities, human remains of Native American origin are discovered on the site during project demolition, it would be necessary to comply with state laws relating to the disposition of Native American burials, which fall under the jurisdiction of the Native American Heritage Commission (NAHC) (Public Resources Code Section 5097). In addition, State law (CEQA Guidelines Section 15064.5 and the Health and Safety Code Section 7050.5) requires that the Mitigation Measure V.-1 be implemented should human remains be discovered; implementation of Mitigation Measure V.-1 will reduce impacts regarding the discovery of human remains to a less than significant level.

VI. ENERGY Would the project:					
	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X		
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The development of a 371-unit multi-family residential complex at this project site would result in construction and operational activities which would be anticipated to use energy resources, but it is anticipated such use would not be in a wasteful or inefficient manner, nor would such use conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur related to the cumulative demand for electrical and natural gas services as a result of the future urban development that was contemplated by the General Plan. These impacts included an increased demand for electrical and natural gas services, energy consumption impacts, and a cumulative increase in demand for electrical and natural gas services and associated infrastructure and increased infrastructure expansions to serve future development (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.13-1 through 4.13-34, pages 4.13-23 through 4.13-32 and pages 5.0-47 through 5.0-48). Mitigation measures to address these impacts are incorporated into the General Plan in the Public Services and Facilities and Open Space, Conservation and Recreation Elements, and include goals and policies that encourage coordination with utility service providers and energy and resource conservation. The analysis found that while development and buildout of the General Plan can result in energy consumption impacts, these impacts would be reduced to a less than significant level through the application of California Building Energy Efficiency Standards (Title 24), through the application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, through the application of General Plan goals and policies that would reduce energy consumption, and through compliance with local, state and federal standards related to energy consumption.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

The consumption of energy as a result of development activities is discussed in the Rocklin General Plan. Policies and mitigation measures have been included in the General Plan that encourage coordination with utility service providers and the conservation of energy and resources.

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for greenhouse gas emissions impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. Wasteful, Inefficient or Unnecessary Consumption of Energy Resources – *Less Than Significant Impact.* The development of a multi-family residential project at this project site would result in construction and operational activities which would be anticipated to use energy resources. The project would use energy resources for the operation (i.e., electricity and natural gas), for on-road vehicle trips (i.e., gasoline, diesel fuel and electricity) generated by the project, and from off-road vehicles generated by and associated with the construction of the project.

The Pacific Gas & Electric Company (PG&E) provides both electrical and natural gas service within the City of Rocklin. According to PG&E, in 2015 Placer County used a total of 2,902 million kWh of electricity. The project would increase electricity use in the county by a minimal amount. PG&E's electrical service area extends far beyond Placer County, and draws on a variety of sources for electricity, including hydroelectric, natural gas, nuclear and renewable resources. According to PG&E, in 2015 Placer County used approximately 78.8 million therms of natural gas. Similar to electricity, the project's natural gas use would represent a minimal increase of natural gas usage within the county, and a smaller portion of PG&E's total natural gas service. PG&E would be able to absorb the additional demand for electricity and natural gas that would result from the project because it would represent a very minimal increase compared to PG&E's current demand and supply, and because PG&E plans for additional development within its service area, including the City of Rocklin.

Project construction and operation would comply with CalGreen energy efficiency requirements, which would ensure that electricity use associated with the operation of the project would not be wasteful or inefficient.

Once constructed, the project would also increase the annual use of transportation fuel. The project is located in proximity to commercial services, pedestrian and bicycle facilities, which could reduce vehicle use and the associated fuel consumption. The project does not include any elements that would result in an unusually high use of transportation fuel as compared to other, similar, development.

The project would be in compliance with all applicable Federal, State, and local regulations regulating energy usage. In addition, energy providers are actively implementing measures to reduce reliance on fossil fuels and to improve energy efficiency. For example, PG&E is responsible for the mix of energy resources used to provide electricity for its customers, and it is in the process of implementing the Statewide Renewable Portfolio Standard (RPS) to increase the proportion of renewable energy (e.g. solar and wind) within its energy portfolio. Based on this requirement, PG&E is expected to procure at least 50% of its electricity resources from renewable energy resources by 2030. In 2016, renewable resources provided 33% of PG&E's electricity supply. Other Statewide measures, including those intended to improve the energy efficiency of the statewide passenger and heavy-duty truck vehicle fleet (e.g. the Pavley Bill and the Low Carbon Fuel Standard), would improve vehicle fuel economies, thereby conserving gasoline and diesel fuel. These energy savings would continue to accrue over time.

For the above reasons, the project would not result in any significant adverse impacts related to project energy requirements, energy use inefficiencies, and/or the energy intensiveness of materials by amount and fuel type for each stage of the project including construction, operations, maintenance, and/or removal. PG&E, the electricity and natural gas provider to the site, maintains sufficient capacity to serve the project. The project would comply with all existing energy standards, including those established by the City of Rocklin, and would not result in significant adverse impacts on energy resources. Although improvements to City's pedestrian, bicycle, and public transit systems would provide further opportunities for alternative transit, the project would be linked closely with existing networks that, in large part, are sufficient for most residents or employees of the project and the City of Rocklin as a whole. For these reasons, and others (as described previously), the project would be expected to result in a less than significant environmental impact due to wasteful, inefficient or unnecessary consumption of energy resources during project construction or operation.

b. Conflict or Obstruct with State or Local Plan – *Less Than Significant Impact.* The project site is not part of a state or local plan for renewable energy and the project itself does not conflict with or obstruct a state or local plan for energy efficiency. As noted above, the project would be required to comply with CalGreen energy efficiency requirements. Therefore, the project would have a less than significant impact with regard to conflicting with or obstructing a state or local plan for renewable energy or energy efficiency.

VII. GEOLOGY AND SOILS Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map issued by the state Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X		
	ii) Strong seismic ground shaking?			X		
	iii) Seismic-related ground failure, including liquefaction?			X		
	iv) Landslides?			X		
b)	Result in substantial soil erosion or the loss of topsoil?			X		
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X		
d)	Be located on expansive soil, as defined in Table l8-1-B of the Uniform Building Code (l994), creating substantial direct or indirect risks to life or property?			X		
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X	
f)	Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

Branches of the Foothill Fault system, which are not included on the Alquist-Priolo maps, pass through or near the City of Rocklin and could pose a seismic hazard to the area including ground shaking, seismic ground failure, and landslides. Construction of the proposed project will involve clearing and grading of the site, which could render the site susceptible to a temporary increase in erosion from the grading and construction activities.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts of local soils and geology on development that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included seismic hazards such as groundshaking and liquefaction, erosion, soil stability, and wastewater conflicts (City of Rocklin General Plan Update Draft EIR, 2011 pages 4.6-1 through 4.6-27). The analysis found that while development and buildout of the General Plan can result in geological impacts, these impacts would be reduced to a less than significant level through the application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, the application of General Plan goals and policies that would assist in minimizing or avoiding geologic hazards and compliance with local, state and federal standards related to geologic conditions.

These goals, policies and standards include, but are not limited to, erosion control measures in the City's Improvement Standards and Standard Specifications, the City's Grading and Erosion and Sediment Control Ordinance, the City's Stormwater Runoff Pollution Control Ordinance, and goals and policies in the General Plan Community Safety Element requiring soils and geotechnical reports for all new development, enforcement of the building code, and limiting development of severe slopes.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for geology and soils impacts incorporated as goals and policies in the Rocklin General Plan will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City ordinances, rules and regulations.

In addition, the project would be subject to the provisions of the City's Grading and Erosion and Sediment Control Ordinance. Chapter 15.28 of the Rocklin Municipal Code, Grading and Erosion Sediment Control, regulates grading activity on all property within the City of Rocklin to safeguard life, limb, health, property, and public welfare; to avoid pollution of watercourses with nutrients, sediments, or other earthen materials generated or caused by surface runoff on or across the

permit area; to comply with the City's National Pollutant Discharge Elimination System permit issued by the California Regional Water Quality Control Board; and to ensure that the intended use of a graded site is consistent with the City of Rocklin General Plan, provisions of the California Building Standards Code as adopted by the City relating to grading activities, City of Rocklin improvement standards, and any applicable specific plans or other land use entitlements. This chapter (15.28) also establishes rules and regulations to control grading and erosion control activities, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction and erosion control plans for all graded sites.

Also, a geotechnical report, prepared by a qualified engineer, will be required with the submittal of project improvement plans. The report will provide site-specific recommendations for the construction of all features of the building foundations and structures to ensure that their design is compatible with the soils and geology of the project site.

Significance Conclusions:

a., i. and ii. Fault Rupture, Ground Shaking – *Less than Significant Impact*. The City of Rocklin is located in an area known to be subject to seismic hazards, but it is not near any designated Alquist-Priolo active earthquake faults. The Foothill Fault System has been identified in previous environmental studies as potentially posing a seismic hazard to the area; however, the Foothill Fault system is located near Folsom Lake, and not within the boundaries of the City of Rocklin. There are, however, two known and five inferred inactive faults within the City of Rocklin. Existing building code requirements are considered adequate to reduce potential seismic hazards related to the construction and operation of the multi-family development project to a less than significant level.

a., iii. and iv. Liquefaction, Landslides – *Less than Significant Impact*. The site does not contain significant grade differences and therefore, does not possess the slope/geological conditions that involve landslide hazards. The potential for liquefaction due to earthquakes and groundshaking is considered minimal due to the site-specific characteristics that exist in Rocklin; Rocklin is located over a stable granite bedrock formation and much of the area is covered by volcanic mud (not unconsolidated soils which have liquefaction tendencies). Application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, the application of General Plan goals and policies that would assist in minimizing or avoiding geologic hazards, and compliance with local, state and federal standards related to geologic conditions would reduce the potential impact from liquefaction and landslides for a multi-family development project to a less than significant level.

b. Soil Erosion – *Less Than Significant Impact*. Standard erosion control measures are required of all projects, including revegetation and slope standards. The project proponent will be required to prepare an erosion and sediment control plan through the application of the City's Improvement Standards and Standard Specifications as a part of the City's development review process. The erosion and sediment control plan are reviewed against the Placer County

Stormwater Management Manual and the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual. The erosion and sediment control plan includes the implementation of Best Management Practices/Best Available Technology (BMPs/BATs) to control construction site runoff. The project will also be required to comply with the City's Grading and Erosion and Sedimentation Control Ordinance (Rocklin Municipal Code, Chapter 15.28), and the Stormwater Runoff Pollution Control Ordinance (Rocklin Municipal Code, Chapter 8.30). The application of standard erosion control measures to the proposed multi-family development project, as well as compliance with the above noted Ordinances, would reduce potential erosion-related impacts to a less than significant level for on-site grading.

c. and d. Unstable and Expansive Soil – *Less Than Significant Impact.* A geotechnical report, prepared by a qualified engineer, will be required with the submittal of the project improvement plans. The report will be required to provide site-specific recommendations for the construction of all features of the building foundations and structures to ensure that their design is compatible with the soils and geology of the project site. Through the preparation of such a report and implementation of its recommendations as required by City policy during the development review process, impacts associated with unstable soil or geologic conditions for the proposed multi-family development project would be reduced to a less than significant level.

e. Inadequate Soils for Disposal - *No Impact.* Sewer service is available to the project site and the multi-family development project will be served by public sewer. Septic tanks or alternative wastewater disposal systems would not be necessary; therefore, there are no impacts associated with the disposal of wastewater.

f. Paleontological Resource and Unique Geological Feature – *Less Than Significant Impact*. The project site and project area are not known or considered likely to contain a unique paleontological resource or a unique geological feature; therefore, direct or indirect impacts from the project to these resources would be less than significant.

VIII. GREENHOUSE GAS EMISSIONS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X		
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

An individual project, even a very large project, does not in itself generate enough greenhouse gas emissions to measurably influence global climate change. Global climate change is therefore by definition a cumulative impact. A project contributes to this potential cumulative impact through its cumulative incremental contribution combined with the emissions of all other sources of greenhouse gases (GHG).

Area- and mobile-source emissions of greenhouse gases would be generated by the construction and operation of the proposed project. Individual projects can contribute to greenhouse gas emission reductions by incorporating features that reduce vehicle emissions and maximize energy-efficiency.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur related to climate change and greenhouse gas emissions as a result of the future urban development that was contemplated by the General Plan. These impacts included consistency with greenhouse gas reduction measure, climate change environmental effects on the City and generation of greenhouse gas emissions (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.15-1 through 4.15-25). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and Circulation Elements, and include goals and policies that encourage the use of alternative modes of transportation and promote mixed use and infill development.

The General Plan EIR concluded that despite these goals and policies, significant greenhouse gas emission impacts will occur as a result of development under the General Plan and further, that

these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in the generation of greenhouse gas emissions which are cumulatively considerable. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to this impact, which was found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

Generation of greenhouse gas emissions as a result of development activities are discussed in the Rocklin General Plan. Policies and mitigation measures have been included in the General Plan that encourage the use of alternative modes of transportation and promote mixed use and infill development.

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for greenhouse gas emissions impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Project Level Environmental Analysis:

An Air Quality/GHG report was prepared by Raney Planning & Management for the project. The report, dated May 2023, is available for review during normal business hours at the City of Rocklin Planning Department, 3970 Rocklin Road, Rocklin, CA and are incorporated into this Negative Declaration by reference. City staff has reviewed the documentation and is also aware that Raney Planning & Management, Inc. has a professional reputation that makes its conclusions presumptively credible and prepared in good faith. Based on its review of the analysis and these other considerations, City staff accepts the conclusions in the Raney Planning & Management, Inc. report, which are summarized below.

The analysis was prepared to estimate the greenhouse gas emissions from project construction and operation. As discussed in the Air Quality section above, the report assumed development of 375 multi-family dwelling units, as well as a 15,000 square foot community clubhouse, and 942 parking spaces, consistent with the existing zoning standards in the Rocklin Municipal Code (RMC). The report also analyzed the 3.38-acre unincorporated parcel located directly north of the incorporated project area. This portion of the project, which was previously Caltrans right-of-way, is currently going through an annexation process to being the parcel into the City of Rocklin. For the purpose of the study, this parcel assumed development of 101 multi-family residential dwelling units on-site, as well as 218 residential parking spaces, consistent with the RMC. Therefore, the report analyzed a project total of 476 total units.

As previously described, subsequent to the preparation of the AQGHG report, the project site project was updated to include the currently proposed development of 371 multi-family dwelling units, which is a reduction of 109 units from the 476 units that were analyzed in the report,

including the unincorporated area. Nonetheless, the assumptions and conclusions included in the report represent a conservative estimate, and actual project emissions for the current project would be lower than what is presented in the report.

The analysis was prepared to estimate the greenhouse gas emissions from project construction and operation. The short-term construction-related and long-term operational emissions of the development of a 476-unit multi-family residential apartment complex at this project site were estimated using the CalEEMod modeling program. CalEEMod estimates the emissions that result from various land uses, and includes considerations for trip generation rates, vehicle mix, average trip length by trip type, and average speed. Where project-specific data was assumed, that data was input into the CalEEMod model (i.e., construction phases and timing, inherent site or project design features, compliance with applicable regulations, etc.).

Greenhouse Gas Setting

Gases that trap heat in the atmosphere are referred to as greenhouse gas (GHG) emissions because they capture heat radiated from the sun as it is reflected back into the atmosphere, similar to a greenhouse. The accumulation of GHG emissions has been implicated as a driving force for Global Climate change. Definitions of climate change vary between and across regulatory authorities and the scientific community, but in general can be described as the changing of the earth's climate caused by natural fluctuations and the impact of human activities that alter the composition of the global atmosphere.

Emissions of greenhouse gases (GHGs) contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential and agricultural sectors. Therefore, the cumulative global emission of GHGs contributing to global climate change can be attributed to every nation, region, city and virtually every individual on Earth. A project's GHG emissions are at a micro-scale relative to global emissions, but could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts.

The major concern is that increases in GHG emissions are causing Global Climate Change. Global Climate Change is a change in the average weather on earth that can be measured by wind patterns, storms, precipitation, and temperature. Although there is disagreement as to the speed of global warming and the extent of the impacts attributable to human activities, the vast majority of the scientific community now agrees that there is a direct link between increased GHG emissions and long-term global temperature increases. Potential global warming impacts in California may include, but are not limited to, loss in snow pack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, more drought years, impacts to agriculture, changes in disease vectors, and changes in habitat and biodiversity. In California, GHGs are defined to include carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), sulfur hexafluoride (SF_6), perfluorocarbons (PFCs), nitrogen trifluoride (NF_3), and hydrofluorocarbons.

To account for the warming potential of GHGs, GHG emissions are quantified and reported as CO_2 equivalents (CO2e).

An individual project, even a very large project, does not in itself generate enough greenhouse gas emissions to measurably influence global climate change. Global climate change is therefore by definition a cumulative impact. A project contributes to this potential cumulative impact through its cumulative incremental contribution combined with the emissions of all other sources of greenhouse gases (GHG). In assessing cumulative impacts, it must be determined if a project's incremental effect is "cumulatively considerable" (CEQA Guidelines Sections 15064 (h)(1) and 15130). To make this determination, the incremental impacts of the project must be compared to with the effects of past, current and probable future projects. To gather sufficient information on a global scale of all past, current, and probable future projects to make this determination is a difficult, if not impossible, task.

Implementation of the proposed project would cumulatively contribute to increases of GHG emissions. Estimated GHG emissions attributable to future development would be primarily associated with increases of carbon dioxide (CO_2) and, to a lesser extent, other GHG pollutants such as methane (CH_4) and nitrous oxide (N_2O) associated with area sources, mobile sources or vehicles, utilities (electricity and natural gas), water usage, wastewater generation, and the generation of solid waste. The primary source of GHG emissions for the project would be mobile source emissions. The common unit of measurement for GHG is expressed in terms of annual metric tons of CO_2 equivalents ($MTCO_2e/yr$).

Regulatory Framework

In recognition of the global scale of climate change, California has enacted several pieces of legislation in attempt to curb GHG emissions. Specifically, Assembly Bill (AB) 32 and more recently, Senate Bill (SB) 32, have established statewide GHG emissions reduction targets. Accordingly, the California Air Resources Board (CARB) has prepared the Climate Change Scoping Plan for California (Scoping Plan), approved in 2008 and updated in 2014 and 2017, which provides the outline for actions to reduce California's GHG emissions and achieve the emissions reductions targets required by AB 32 and SB 32. In concert with statewide efforts to reduce GHG emissions, air districts, counties, and local jurisdictions throughout the State have implemented their own policies and plans to achieve emissions reductions in line with the Scoping Plan and emissions reduction targets, including AB 32 and SB 32.

On October 13, 2016 the Placer County Air Pollution Control District (PCAPCD) adopted GHG emissions thresholds to help the district attain the GHG reduction goals established by AB 32 and SB 32. The updated thresholds specify a bright-line threshold for GHG emissions during construction activity of 10,000 $MTCO_2e$/yr. For operational emissions, the updated thresholds begin with a screening emission level of 1,100 MT CO_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 District 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 the PCAPCD GHG Operational Thresholds of Significance table below.

PCAPCD GHG OPERATIONAL THRESHOLDS OF SIGNIFICANCE			
Efficiency Thresholds			
Residential (MT CO_2e/capita)		Non-Residential (MT CO_2e/1,000 sf)	
Urban	Rural	Urban	Rural
4.5	5.5	26.5	27.3
Source: Placer County Air Pollution Control District, Placer County Air Pollution Control District Policy Review of Land Use Projects Under CEQA, October 13, 2016.			

The PCAPCD further advises that regardless of emissions efficiency, should a project result in operational emissions in excess of 10,000 MTCO2e/yr, the project would be considered to have a cumulatively considerable contribution to global climate change.

Projects that fall below the 1,100 MT CO_2e/yr threshold or meet the efficiency thresholds are considered to be in keeping with statewide GHG emissions reduction targets, which would ensure that the proposed project would not inhibit the State's achievement of GHG emissions reductions. Thus, projects which involve emissions below the 1,100 MT CO_2e/yr threshold or below the efficiency thresholds presented in the PCAPCD GHG Operational Thresholds of Significance table above are considered to result in less-than-significant impacts in regards GHG emissions within the District and would not conflict with any state or regional GHG emissions reduction goals. Finally, the PCAPCD has also established a Bright Line Cap, which shall be the maximum limit for any proposed project. The Bright Line Cap is 10,000 MT CO_2e/yr for all types of projects.

Significance Conclusions:

a. and b.) Generate Greenhouse Gas and Conflict with Greenhouse Gas Plan – *Less Than Significant Impact.* Implementation of the proposed project would cumulatively contribute to increases of GHG emissions. Estimated GHG emissions attributable to future development would be primarily associated with increases of carbon dioxide (CO_2) and, to a lesser extent, other GHG pollutants, such as methane (CH_4) and nitrous oxide (N_2O) associated with mobile sources or vehicles, utilities (electricity and natural gas), water usage, wastewater generation, and the generation of solid waste. Because the proposed project involves increased vehicle use in the area, the GHG emissions related to increased vehicle use in the area must be analyzed. The common unit of measurement for GHG is expressed in terms of annual metric tons of CO_2 equivalents (MT CO_2e), based on the global warming potential of the individual pollutants.

Similar to criteria air pollutants, the PCAPCD has identified the approximate size of a project for selected land use categories that would result in operational GHG emissions equal to the bright-line threshold of 10,000 MTCO2e/yr and the screening level threshold of 1,100 MTCO2e/yr based

on CalEEMod modeling. Thus, if a project is equal to or less than the size identified by the PCAPCD, the project would not be expected to result in emissions of GHG in excess of the applicable thresholds of significance.

Short-term emissions of GHG associated with construction of the project are estimated at the highest to be 1,315 $MTCO_2e$/year, which is below the PCAPCD's Bright Line Threshold of 10,000 $MTCO_2e$/year threshold. Construction GHG emissions are a one-time release and are, therefore, not typically expected to generate a significant contribution to global climate change. Due to the size of the proposed project, the project's estimated construction-related GHG contribution to global climate change would be considered negligible on the overall global emissions scale.

The long-term operational GHG emissions estimate for the development project incorporates the project's potential area source and vehicle emissions, emissions associated with utility and water usage, and the generation of wastewater and solid waste. The annual GHG emissions associated with the project would be 3,443 $MTCO_2e$/year, which would be in excess of the 1,100 $MTCO_2e$ significance threshold. However, the project's operational GHG emissions would be below the PCACPD's Bright Line Threshold of 10,000 MTCO2e/yr.

The PCAPCD efficiency thresholds are broken down into residential or non-residential project types, and further broken down into urban or rural settings. Accordingly, the proposed project's operational GHG emissions per capita are compared to the efficiency threshold for an urban residential project type of 4.5 $MTCO_2e$/yr/capita. Based on an estimated population for the project (Northern Parcel: 103 units x 2.6 persons per household = 267 residents, 655.23 $MTCO_2e$/yr / 267 residents = 2.45 $MTCO_2e$/yr/capita; Southern Parcel: 268 units x 2.6 persons per household = 696 residents, 2788.06 $MTCO_2e$/yr / 696 residents = 4.00 $MTCO_2e$/yr/capita), the operational GHG emissions per capita are estimated to be 2.45 MTCO2e/yr/capita for the northern parcel, and 4.00 MTCO2e/yr/capita for the southern parcel which are below the applicable efficiency threshold of 4.5 MTCO2e/yr/capita. Collectively, the northern and southern parcel would generate 3443.29 $MTCO_2e$/yr / 963 residents = 3.57 MTCO2e/yr/capita, which is also below the applicable efficiency threshold of 4.5 MTCO2e/yr/capita.

Because the levels of construction emissions are below the 10,000 $MTCO_2e$/year significance threshold and the project's operational GHG emissions per capita is estimated to be below the urban residential efficiency threshold of 4.5 MTCO2e/yr/capita, the project would not hinder the State's ability to reach the GHG reduction target nor conflict with any applicable plan, policy, or regulation for the purpose of reducing emissions of GHGs and the impact of the project on global climate change would not be cumulatively considerable and therefore would be considered less than significant.

X. HAZARDS AND HAZARDOUS MATERIALS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.			X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X		
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X		
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The development and operation of a 371-unit multi-family residential complex at this project site would result in construction and operational activities which will include associated potential hazards and hazardous materials.

As discussed below, compliance with the mitigation measures incorporated into the General Plan goals and policies and applicable City Code and compliance with applicable Federal, State and local laws and regulations would reduce impacts related to hazards and hazardous materials to a less-than-significant level.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated human health and hazards impacts that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included wildland fire hazards, transportation, use and disposal of hazardous materials, and emergency response and evacuation plans (City of Rocklin General Plan Update Draft EIR, 2011 pages 4.7-1 through 4.7-30). The analysis found that while development and buildout of the Rocklin General Plan can introduce a variety of human health and hazards impacts, these impacts would be reduced to a less than significant level through the application of development standards in the Rocklin Municipal Code, the application of General Plan goals and policies that would assist in minimizing or avoiding hazardous conditions, and compliance with local, state and federal standards related to hazards and hazardous materials.

These goals, policies and standards include, but are not limited to, Chapter 2.32 of the Rocklin Municipal Code which requires the preparation and maintenance of an emergency operations plan, preventative measures in the City's Improvement Standards and Standard Specifications, compliance with local, state and federal standards related to hazards and hazardous materials and goals and policies in the General Plan Community Safety and Open Space, Conservation and Recreation Elements requiring coordination with emergency management agencies, annexation into fee districts for fire prevention/suppression and medical response, incorporation of fuel modification/fire hazard reduction planning, and requirements for site-specific hazard investigations and risk analysis.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for human health and hazards impacts incorporated as goals and policies in the General Plan and the City's Improvement Standards, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with the Rocklin Municipal Code and other City rules and regulations.

In addition, Chapter 2.32 of the Rocklin Municipal Code requires the development of emergency procedures in the City through the Emergency Operations Plan. The Emergency Operations Plan provides a framework to guide the City's efforts to mitigate and prepare for, respond to, and recover from major emergencies or disasters. To implement the Emergency Operations Plan, the City has established a Disaster Council, which is responsible for reviewing and recommending emergency operations plans for adoption by the City Council. The Disaster Council plans for the

protection of persons and property in the event of fires, floods, storms, epidemic, riot, earthquake and other disasters.

Significance Conclusion:

a. and b. Transport, Use or Disposal of Hazardous Materials, Release of Hazardous Materials – *Less than Significant Impact.* Construction, operation and maintenance activities would use hazardous materials, including fuels (gasoline and diesel), oils and lubricants; paints and paint thinners; glues; cleaners (which could include solvents and corrosives in addition to soaps and detergents), and fertilizers, pesticides, herbicides and yard/landscaping equipment. While these products noted above may contain known hazardous materials, the volume of material would not create a significant hazard to the public through routine transport, use, or disposal and would not result in a reasonably foreseeable upset and accident condition involving the release of hazardous materials. Compliance with various Federal, State, and local laws and regulations (including but not limited to Titles 8 and 22 of the Code of California Regulations, Uniform Fire Code, and Chapter 6.95 of the California Health and Safety Code) addressing hazardous materials management and environmental protection would be required to ensure that there is not a significant hazardous materials impact associated with the construction, operation and maintenance of the project.

c. Hazardous Emissions Near Schools – *Less Than Significant Impact.* There are two existing schools within one-quarter mile (1,320 feet) of the project site, namely the Seavy Center School and the Western Sierra Collegiate Academy. Although residential projects of this nature would not typically emit any significant amounts of hazardous materials, substances, or waste or be involved in the transportation of hazardous materials, substances, or waste, there are existing rules and regulations, as indicated above, that address hazardous materials management and environmental protection. Therefore, there is no impact related to hazardous emissions or hazardous materials within one-quarter mile of a school.

d. Hazardous Site List – *Less Than Significant Impact.* The project site is not on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Government Code 65962.5 is known as the Cortese List. The Cortese database identifies public drinking water wells with detectable levels of contamination, hazardous substance sites selected for remedial action, sites with known toxic material identified through the abandoned site assessment program, sites with Underground Storage Tanks (USTs) having a reportable release and all solid waste disposal facilities from which there is known migration. The Department of Toxic Substances Control (DTSC) EnviroStor database and State Water Resources Control Board GeoTracker database were searched on September 25, 2023 and no open hazardous sites were identified on the project site; therefore, there is no impact related to a hazardous materials site on the project site.

e. Public Airport Hazards – *No Impact.* The project is not located within an airport land use plan, or within two miles of a public airport or public use airport; therefore, there is no public or private airport hazard impact.

f. Emergency Response Plan – *Less than Significant Impact.* The City's existing street system, particularly arterial and collector streets, function as emergency evacuation routes. The project's layout and design would not impair or physically interfere with the street system emergency evacuation route or impede an emergency evacuation plan; therefore, a less than significant impact on emergency routes/plans would be anticipated.

g. Wildland Fires – *Less Than Significant Impact*. The project site is located in a mostly developed area, surrounded by undeveloped recreation-conservation areas and light industrial, office and residential development. Additionally, the project has been reviewed by the Rocklin Fire Department and has been designed with adequate emergency access for use by the Rocklin Fire Department to reduce the risk of loss, injury or death involving wildland fires to a less than significant level.

X. HYDROLOGY AND WATER QUALITY Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?			X		
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X		
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X		
i) Result in substantial erosion or siltation on- or off-site?			X		
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or offsite;			X		
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X		
iv) Impede or redirect flood flows?			X		
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X		
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The proposed project would involve grading activities that would remove vegetation and expose soil to wind and water erosion and potentially impact water quality. Waterways in the Rocklin area have the potential to flood and expose people or structures to flooding. Additional impervious surfaces would be created with the development of the proposed project.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated hydrology and water quality impacts that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included water quality, ground water quality and supply, drainage, flooding, risks of seiche, tsunami and mudflow (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.9-1 through 4.9-37). The analysis found that while development and buildout of the General Plan can result in hydrology and water quality impacts, these impacts would be reduced to a less than significant level through the application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, the application of General Plan goals and policies related to hydrology, flooding and water quality, and compliance with local, state, and federal water quality standards and floodplain development requirements.

These goals, policies and standards include, but are not limited to, flood prevention and drainage requirements in the City's Improvement Standards and Standard Specifications, the City's Grading and Erosion and Sediment Control Ordinance, the Stormwater Runoff Pollution Control Ordinance, the State Water Resources Control Board General Construction Activity Storm Water Permit requirements, and goals and policies in the General Plan Open Space, Conservation and Recreation and Safety Elements requiring the protection of new and existing development from flood and drainage hazards, the prevention of storm drainage run-off in excess of pre-development levels, the development and application of erosion control plans and best management practices, the annexation of new development into existing drainage maintenance districts where warranted, and consultation with the Placer County Flood Control and Water Conservation District and other appropriate entities.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR as well as relevant standards from the City's Improvement Standards for hydrology and water quality impacts will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with the Rocklin Municipal Code and other City rules and regulations.

The project would be subject to the provisions of the City's Grading and Erosion and Sediment Control Ordinance. Chapter 15.28 of the Rocklin Municipal Code, Grading and Erosion Sediment Control, regulates grading activity on all property within the City of Rocklin to safeguard life, limb, health, property, and public welfare; to avoid pollution of watercourses with nutrients, sediments, or other earthen materials generated or caused by surface runoff on or across the permit area; to comply with the City's National Pollutant Discharge Elimination System permit issued by the California Regional Water Quality Control Board; and to ensure that the intended use of a graded site is consistent with the City of Rocklin General Plan, provisions of the California Building Standards Code as adopted by the City relating to grading activities, City of Rocklin improvement standards, and any applicable specific plans or other land use entitlements. This chapter (15.28) also establishes rules and regulations to control grading and erosion control activities, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction and erosion control plans for all graded sites. Chapter 8.30 of the Rocklin Municipal Code, Stormwater Runoff Pollution Control Ordinance, prohibits the discharge of any materials or pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater, into the municipal storm drain system or watercourse. Discharges from specified activities that do not cause or contribute to the violation of plan standards, such as landscape irrigation, lawn watering, and flows from fire suppression activities, are exempt from this prohibition.

The project would also be subject to the City's Flood Hazard Area Ordinance and City General Plan policies related to floodplain protection and encroachment; these tools are designed to minimize public and private losses due to flood conditions by having legally enforceable regulations that are applied uniformly throughout the City to all publicly and privately owned land within flood prone or flood related erosion areas, they allow the City to protect regulatory floodplains from encroachment by development that would impede flood flows or pose a hazard to occupants, and they ensure that regulatory floodplains, based on the most current information, are not adversely affected by new development, both upstream and downstream.

In addition, the project would be required to prepare an erosion and sediment control plan through the application of the City's Improvement Standards and Standard Specifications that are a part of the City's development review process.

Significance Conclusions:

a., b., c., and e. Water Quality Standards and Groundwater Management – *Less than Significant Impact.* Storm water runoff from the project site will be collected in stormwater drainage pipes and then directed through water quality treatment devices/areas as Best Management Practices (BMP) and/or Low Impact Development (LID) features and then into the City's storm drain system. The purpose of the BMP/LID features is to ensure that potential pollutants are filtered out before they enter the storm drain system. The purposes of the BMP/LID features are to ensure that potential pollutants are filtered out before they enter the storm drain system and to provide opportunities for groundwater recharge. The City's storm drain system maintains the

necessary capacity to support the project site. Therefore, violations of water quality standards or waste discharge requirements are not anticipated.

To address the potential for polluted water runoff during project construction, the project would be required to prepare an erosion and sediment control plan through the application of the City's Improvement Standards and Standard Specifications as a part of the City's development review process. The erosion and sediment control plan are reviewed against the Placer County Stormwater Management Manual and the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual. The erosion and sediment control plan includes the implementation of Best Management Practices/Best Available Technology (BMPs/BATs) to control construction site runoff. The project will also be required to comply with the City's Grading and Erosion and Sedimentation Control Ordinance (Rocklin Municipal Code, Chapter 15.28), and the Stormwater Runoff Pollution Control Ordinance (Rocklin Municipal Code, Chapter 8.30), which includes the preparation of a Stormwater Pollution Prevention Plan (SWPPP). The proposed project would not alter the course of a stream or a river.

The proposed project would not substantially alter the existing drainage pattern of the site or area because the City's policies of requiring new developments to detain on-site drainage such that the rate of runoff flow is maintained at pre-development levels (unless the Placer County Flood Control and Water Conservation District's Flood Control Manual requires otherwise) and to coordinate with other projects' master plans to ensure no adverse cumulative effects will be applied. Whether the project is located within the Dry Creek watershed or the Pleasant Grove Creek watershed, the City's application of conditions of approval requiring a registered civil engineer to prepare a final drainage plan and study consistent with the City's policies will ensure that development will not increase stormwater runoff rates beyond pre-development levels. Per the Placer County Flood Control and Water Conservation District Dry Creek Watershed Flood Control Plan, onsite stormwater detention is generally not recommended anywhere in the Dry Creek watershed because it has been determined that on-site detention would be detrimental to the overall watershed, unless existing downstream drainage facilities cannot handle post-construction runoff from the project site. Substantial erosion, siltation or flooding, on- or off-site, and exceedance of the capacity of existing or planned drainage systems would not be anticipated to occur.

Therefore, violations of water quality standards or waste discharge requirements would not be anticipated to occur with the project, surface or groundwater quality would not be substantially degraded, and conflicts with or obstruction of a water quality control plan would not occur, and the impact would be less than significant.

The project will use domestic water from the Placer County Water Agency and not use wells or groundwater; therefore, existing groundwater resources will not be depleted. The project site itself is not a substantial recharge area because of its smaller size in comparison to the overall groundwater recharge area. The City's policies of requiring new developments to retain on-site drainage such that the rate of runoff flow is maintained at pre-development levels and implementation of Low Impact Development features will ensure that groundwater recharge

rates are also maintained at pre-development levels. Therefore, groundwater quality would not be substantially degraded or supplies decreased and conflicts with, obstruction of or impediment of a sustainable groundwater management plan would not occur, and the impact would be less than significant.

d. Release of Pollutants in Flood Hazard, Tsunami or Seiche Zones – *Less Than Significant Impact.* According to Federal Emergency Management Agency (FEMA) flood maps (Map Panel 06061C0941H, effective date November 2, 2018) the developable portion of the project site is located in flood zone X, which indicates that the project is not located within a 100-year flood hazard area and outside of the 500-year flood hazard area.

The City's Flood Hazard Area Ordinance and City General Plan policies are designed to minimize public and private losses due to flood conditions by having legally enforceable regulations that are applied uniformly throughout the City to all publicly and privately-owned land within flood prone or flood related erosion areas. They allow the City to protect regulatory floodplains from encroachment by development that would impede flood flows or pose a hazard to occupants, and they ensure that regulatory floodplains, based on the most current information, are not adversely affected by new development, both upstream and downstream.

The project site is not located within the potential inundation area of any dam or levee failure, nor is the project site located sufficiently near any significant bodies of water or steep hillsides to be at risk from inundation by a tsunami or seiche. Therefore, the project would not risk release of pollutants due to project inundation in flood hazard, tsunami or seiche zones and a less than significant impact would be anticipated.

XI. LAND USE AND PLANNING Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Physically divide an established community?				X	
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

Approval of the project would allow construction of a 371-unit multifamily residential community on 15.9 acres. The Project would include parking and landscaping. As discussed below, land use impacts are not anticipated.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts on land use as a result of the future urban development that was contemplated by the General Plan. These impacts included dividing an established community and potential conflicts with established land uses within and adjacent to the City (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.1-1 through 4.1-38). The analysis found that while development and buildout of the General Plan can result in land use impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding land use impacts.

These goals and policies include, but are not limited to goals and policies in the General Plan Land Use Element requiring buffering of land uses, reviewing development proposals for compatibility issues, establishing and maintaining development standards and encouraging communication between adjacent jurisdictions.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for impacts to land use incorporated as goals and policies in the Rocklin General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. Division of Community – *No Impact.* The project site is currently vacant and the entire project is within the City of Rocklin. The proposed construction of a 371-unit multifamily apartment complex would not physically divide an established community. Therefore, there is no division of community impact.

b. Plan, Policy or Regulation Conflict – *Less than Significant Impact.* The site's current General Plan designation for the southern portion, and the anticipated designations for the northern portion, is High Density Residential (HDR), with a minimum density of 15 units per acre. The southern portion of the site is zoned Planned Development Residential, 24 Units Per Acre Minimum (PD-24+), and this zoning designation is anticipated for the northern portion of the site as well. As proposed, the project is consistent with the HDR General Plan designation and the PD-24+ zoning district. Therefore, the project would have a less than significant impact related to conflicts with land use plans, policies or regulations adopted for the purpose of avoiding or mitigating an environmental effect.

XII. MINERAL RESOURCES Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X	
b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X	

DISCUSSION OF DETERMINATION:

Project Impacts:

As discussed below, no impact is anticipated because the project site does not contain known mineral resources.

Significance Conclusions:

a. and b. Mineral Resources – *No Impact.* The Rocklin General Plan and associated EIR analyzed the potential for "productive resources" such as, but not limited to, granite and gravel (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.6-4 through 4.6-5 and 4.6-17). The City of Rocklin planning area has no mineral resources as classified by the State Geologist. The Planning Area has no known or suspected mineral resources that would be of value to the region and to residents of the state. The project site is not delineated in the Rocklin General Plan or any other plans as a mineral resource recovery site. Mineral resources of the project site have not changed with the passage of time since the General Plan EIR was adopted. Based on this discussion, the project is not anticipated to have a mineral resources impact.

XIII. NOISE Would the project result in:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?		X			
b)	Generation of excessive groundborne vibration or groundborne noise levels?			X		
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X	

DISCUSSION OF DETERMINATION:

Project Impacts:

As discussed below, development of the proposed project will result in an increase in short-term noise impacts from construction activities. Compliance with the mitigation measures incorporated into the General Plan goals and policies, and the City of Rocklin Construction Noise Guidelines would reduce construction noise related impacts to a less-than-significant level.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts of noise associated with the future urban development that was contemplated by the General Plan. These impacts included construction noise, traffic noise, operational noise, groundborne vibration, and overall increased in noise resulting from implementation of the General Plan Update (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.5-1 through 4.5-48).

Mitigation measures to address these impacts are incorporated into the General Plan in the Noise Element, which includes policies that require acoustical analyses to determine noise compatibility between land uses, application of stationary and mobile noise source sound limits/design standards, restriction of development of noise-sensitive land uses unless effective

noise mitigations are incorporated into projects, and mitigation of noise levels to ensure that the noise level design standards of the Noise Element are not exceeded.

The General Plan EIR concluded that, despite these goals and policies, significant noise impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in exposure of persons to, or generation of, noise levels in excess of applicable noise standards, will result in exposure to surface transportation noise sources and stationary noise sources in excess of applicable noise standards and will contribute to cumulative transportation noise impacts within the Planning Area. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for impacts associated with noise incorporated as goals and policies in the Rocklin General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Background Information on Noise

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sounds and noise are highly subjective from person to person. The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound and for this reason, the A-weighted sound level has become the standard tool of environmental noise assessment.

Measuring sound directly would require a very large and awkward range of numbers, so to avoid this, the decibel (dB) scale was devised. The decibel scale is logarithmic, not linear. In other words, two sound levels 10 dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic scale is A-weighted, an increase of 10 dBA is generally perceived as a doubling in loudness. For example, a 70 dBA sound is half as loud as an 80 dBA sound, and twice as loud as a 60 dBA sound.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given environment. A common statistical tool is the average, or equivalent, sound level (L_{eq}). The L_{eq} is the foundation of the composite noise descriptor, L_{dn}, and shows very good correlation with community response to noise. The

day/night average level (L_{dn}) is based upon the average noise level over a 24-hour day, with a +10 dB weighting applied to noise occurring during nighttime (10:00 p.m. – 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment.

The City of Rocklin General Plan includes criteria for stationary (non-transportation) and transportation noise sources. Because the proposed project is located within close proximity to State Route (SR) 65 and other roadways, the discussion below focuses on whether roadway noise levels would exceed City of Rocklin exterior or interior noise level standards at the residences of the project. For transportation noise sources, the maximum allowable exterior noise level standard for outdoor activity areas is 60 dB Ldn and the maximum allowable interior noise level standard is 45 dB Ldn.

Traffic Noise

During the original General Plan Amendment and Rezone of the project site in 2022, traffic data representing annual average traffic volumes for existing conditions were obtained from Caltrans and the General Plan EIR traffic consultant, DKS Associates. Using this data and the FHWA methodology, traffic noise levels as defined by Ldn were calculated for existing and future traffic volumes. Distances from the centerlines of selected roadways to the 60 and 65 dB Ldn contours are summarized in Table 4-11 and Table 4-12 of the City of Rocklin General Plan Noise Element. Table 4-12 shows the future traffic noise levels based upon the year 2030. The results of the analysis are based upon inputs to the Federal Highway Administration Traffic Noise Prediction Model (FHWA RD-77-108). Traffic volumes used for this analysis were obtained from the General Plan EIR traffic analysis, and the potential noise impacts from traffic were evaluated based on Predicted 2030 Traffic Noise Levels from the City of Rocklin General Plan EIR noise analysis. The predicted noise levels were compared to noise level performance criteria for transportation noise sources contained within the City of Rocklin General Plan Noise Element.

It should be noted that the City of Rocklin 60 dB Ldn exterior noise level standard applies specifically to outdoor use areas or "outdoor activity" areas, which in the project's case are any anticipated outdoor areas of the project. The distance calculated between the centerline of State Route 65 (SR65) and a predicted noise level measurement of 60 dB was 2,332 feet. State Route 65 is located directly adjacent to the project site, with the nearest distance from the property line to the highway at approximately 70 feet and the distance from the nearest proposed building to the highway at approximately 160 feet. Therefore, it is anticipated that noise impacts from SR65 to the residents of a future multi-family residential development project would be above the City's threshold.

As part of the proposed project, in order to determine traffic noise levels on the project site, Saxelby Acoustics, LLC (Saxelby) prepared an exterior noise and exterior façade acoustical analysis, dated May 4, 2023. This report was prepared to predict the exterior noise level at the site using measurements and computer modeling. The report is available for review during

normal business hours at the City of Rocklin Planning Division, 3970 Rocklin Road, Rocklin, CA and is incorporated into this Mitigated Negative Declaration by this reference. City staff has reviewed the documentation and is also aware that Saxelby has a professional reputation that makes its conclusions presumptively credible and prepared in good faith. Based on its review of the analysis and these other considerations, City staff accepts the conclusions in the Saxelby report, which is summarized below.

Traffic on SR-65 was the primary source of noise affecting the site. Saxelby visited the site between April 23, 2022 and April 26, 2022, and made continuous (24-hour) noise measurements from two (2) locations on the project site. Location LT-1 is near the northwest corner of the project site, and Location LT-2 is in the central portion of the site. Both locations were 83 feet to the centerline of SR-65.

Summary of Existing Background Noise Measurement Data

Location	Date	Ldn	Daytime Leq	Daytime L50	Daytime Lmax	Nightime Leq	Nightime L50	Nightime Lmax
LT-1: 83 ft. to CL of SR-65	4/23/2022	73	71	70	88	65	64	83
	4/24/2022	71	69	68	84	64	62	81
	4/25/2022	73	70	69	83	66	62	80
	4/26/2022	72	70	69	84	65	62	83
LT-2: 83 ft. to CL of SR-65	4/23/2022	72	70	65	88	65	56	83
	4/24/2022	71	69	63	85	63	54	82
	4/25/2022	72	69	64	84	65	53	81
	4/26/2022	72	69	64	86	65	53	83

Notes:

- All values shown in dBA
- Daytime hours: 7:00 a.m. to 10:00 p.m.
- Nighttime Hours: 10:00 p.m. to 7:00 a.m.
- Source: Saxelby Acoustics 2022

Sensitive Receptors

Noise sensitive receptors include residences, schools, hospitals, churches and similar uses that are sensitive to noise. Sensitive land uses in the vicinity of the project site include the James Apartments located approximately 300 feet to the east of the project boundary, Western Sierra Collegiate Academy located approximately 750 feet to the north, and St. Matthew Lutheran Church located approximately 1,300 feet to the east. The proposed multi-family residential development project itself would also be introducing noise sensitive receptors due to the residential nature of the project.

Operational Noise at Existing Sensitive Receptors

Parking areas and Heating, Ventilation and Air Conditioning (HVAC) equipment are considered to be the primary sources for this project. Based upon manufacturer's data and Saxelby Acoustics data from similar operations, the proposed project is predicted to generate noise levels of 35 dBA Leq at the closest residential uses (Arroyo Vista Apartments). Noise levels at other nearby residential uses would be less than or equal to 35 dBA Leq. The operational noise of the project meetings the City of Rocklin exterior stationary noise source level standard with no additional noise control measures needed.

Transportation Noise on the Project Site

Saxelby Acoustics used a noise model to calculate traffic noise levels at the proposed residential uses due to traffic on SR-65. It was estimated that existing noise levels would increase by 4 dBA based upon the Noise Study Report for SR-65 Capacity and Operational Improvements Project (ICF International, January 2016). This future increase as a result of SR-65 widening is accounted for in the noise model.

Noise levels at the common outdoor activity areas of the proposed residential uses do not exceed the City of Rocklin General Plan standard of 60 dBA Ldn. It should be noted that the City of Rocklin outdoor activity area noise level standard applies to common outdoor activity areas for multi-family residential development and not to individual patios or balconies.

Interior Traffic Noise Levels

Modern building construction methods typically yield an exterior-to-interior noise level reduction of 25 dBA . Therefore, where exterior noise levels are 70 dBA Ldn, or less, no additional interior noise control measures are typically required. For this project, exterior noise levels are predicted to be up to 74 dBA Ldn at the third story of the buildings closest to Highway 65. This would result in interior noise levels of up to 49 dBA Ldn at the third story receivers based on typical building construction. This exceeds the City of Rocklin noise standard which requires that interior noise levels do not exceed 45 dBA Ldn. Therefore, additional noise control measures are required to reduce interior noise to acceptable levels, as specified in the mitigation measures below.

For the purpose of determining which specific buildings are subject to mitigation, the Saxelby report has divided them into three groups, all of which require interior control measures. Group 1 includes the 2nd, 3rd, and 4th floors of Buildings 15 and 16, which are the two buildings located in the northwestern portion of the site. Group 2 includes the 2nd and 3rd floors of Buildings 13 and 14, which are the two buildings located in the central western portion of the site. Group 3 includes Building 12, which is located in the southwestern portion of the site.

Vibration Levels

Construction operations have the potential to result in varying degrees of temporary ground vibration, depending on the specific construction equipment used and operations involved. The ground vibration levels associated with various types of construction equipment are summarized in the table below.

REPRESENTATIVE VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT			
Equipment		Peak Particle Velocity at 25 feet (in/sec)_	Peak Particle Velocity at 25 feet (in/sec)_
Pile Driver (impact)	upper range	1.518	2.121
	typical	0.644	0.900
Pile Driver (sonic)	upper range	0.734	1.026
	typical	0.170	0.238
Vibratory Roller		0.210	0.293
Large Bulldozer		0.089	0.124
Loaded Trucks		0.076	0.106
Jackhammer		0.035	0.049
Small Bulldozer		0.003	0.004
Source: Federal Transit Administration, 2006			
Note: Vibration levels at 20 feet were calculated using the equation provided by FTA that may be used to estimate vibration at different distances based on a reference ppv at 25 feet for various construction equipment.			

Ground vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. The effects of ground vibration may be imperceptible at the lowest levels, low rumbling sounds and detectable vibrations at moderate levels, and slight damage to nearby structures at the highest levels.

At the highest levels of vibration, damage to structures is primarily architectural (e.g., loosening and cracking or plaster or stucco coatings) and rarely results in structural damage. For most structures, a peak particle velocity (ppv) threshold of 0.5 inch per second or less is sufficient to avoid structural damage. The Federal Transit Administration recommends a threshold of 0.5 ppv for residential and commercial structures, 0.25 ppv for historic buildings and archaeological sites, and 0.2 ppv for non-engineered timber and masonry buildings.

Significance Conclusions:

a. and b. Generation of Noise or Vibration – *Less than Significant Impact With Mitigation.* The primary goal for the City of Rocklin General Plan with respect to noise is: "To protect City residents from the harmful and annoying effects of exposure to excessive noise". To implement that goal, the City has adopted Noise Compatibility Guidelines prepared by the State Office of Noise Control. The objective of the Noise Compatibility Guidelines is to assure that consideration is given to the sensitivity to noise of a proposed land use in relation to the noise environment in which it is proposed to be located.

Potential noise impacts can be categorized into short-term construction noise impacts and long-term or permanent noise impacts. The City has adopted standard conditions for project approvals which address short-term impacts. These include limiting traffic speeds to 25 mph and keeping

equipment in clean and tuned condition. The project would be subject to these standard conditions. The project would also 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 to the satisfaction of the City Engineer or Building Official. Therefore, impacts associated with substantial temporary increases in the ambient noise environment or generation of excessive groundborne noise levels during construction would be less than significant.

Construction and operation would not be expected to involve the use of any equipment or processes that would result in potentially significant levels of ground vibration. The closest structures to the project site are more than 100 feet from project construction. As shown in the Representative Vibration Source Levels for Construction Equipment table above, the predicted vibration levels from vibratory rollers, bulldozers, loaded trucks and jackhammers at a distance of 20 feet would not exceed the 0.5 ppv threshold for residential and commercial structures. Therefore, the generation of excessive groundborne vibration is anticipated to be less than significant.

With regard to resident noise levels within the proposed multifamily apartment complex, as noted above, exterior noise levels at any outdoor activity areas for a future multi-family development project are not predicted to exceed the City's 60 dB Ldn exterior noise level, and therefore would be considered less than significant. Outdoor activity area noise level standards apply to common outdoor amenities for multifamily residential developments and not individual patios or balconies.

As stated above, unmitigated interior noise levels have the potential to exceed the City's 45 dB Ldn interior noise level standard. However, provided that the project complies with the recommendation from Saxelby regarding interior control measure, these levels would be reduced below the threshold requirement. To address this, the following mitigation measure, agreed to by the applicant, is being applied to the project:

XIII.-1 The project shall comply with the following requirements on the upper floors (2nd and above) of all westernmost façades of Buildings 12, 13, 14, 15, and 16.

- Building facades shall include use of stucco with exterior sheathing and a resilient channel for hanging interior gypsum board. An alternative to RC channel is use of a staggered stud exterior wall;
- Interior gypsum wallboards and gypsum ceiling shall be 5/8";
- Saxelby Acoustics recommends that mechanical ventilation penetrations for exhaust fans not face toward Highway 65. Where feasible, these vents should be routed towards the opposite side of the building to minimize sound intrusion to sensitive areas of the buildings. Where vents must face toward Highway 65, it is recommended that the duct work be increased in length and make as many "S" turns as feasible prior to exiting the dwelling. This separates the openings between the noise source and the living space with a long circuitous route. Each time the sound turns a corner, it is

reduced slightly. Flexible duct work is preferred ducting for this noise mitigation. Where the vent exits the building, a spring-loaded flap with a gasket should be installed to reduce sound entering the duct work when the vent is not in use;

- Mechanical ventilation shall be provided to allow occupants to keep doors and windows closed for acoustic isolation;
- No Packaged Terminal Air Conditioners (PTAC's) shall be used;
- In lieu of these measures, an interior noise control report may be prepared by a qualified acoustic engineer demonstrating that the proposed building construction would achieve the interior noise reduction requirement of up to 30 dBA.

This mitigation measure shall be incorporated as notes on the project's building permits and shall be implemented during construction.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to interior noise levels to a less than significant level.

XIII.-2 In addition to the interior control measures listed above, each specific group requires the following additional upgrades on the upper floors (2nd and above) of all westernmost facades of the specified buildings:

Group 1 (Buildings 15 and 16):

Bedroom: STC 33 glazing and carpet on pad, or STC 37 glazing and hard flooring
Living Room: STC 29 Glazing and carpet on pad, or STC 32 glazing and hard flooring

Group 2 (Buildings 13 and 14):

Bedroom: STC 34 glazing and carpet on pad, or STC 38 glazing and hard flooring Living Room: STC 30 Glazing and carpet on pad, or STC 33 glazing and hard flooring

Group 3 Building 12:

Bedroom: STC 32 glazing and carpet on pad, or STC 34 glazing and hard flooring
Living Room: STC 29 glazing and carpet on pad, or STC 31 glazing and hard flooring

This mitigation measure shall be incorporated as notes on the project's building permits and shall be implemented during construction.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to interior noise levels to a less than significant level.

c. Public and Private Airport Noise – *No Impact*. The City of Rocklin, including the project site, is not located within an airport land use plan or within two miles of an airport, and is therefore not

subject to obtrusive aircraft noise related to airport operations. Therefore, there is no airport related noise impact.

XIV. POPULATION AND HOUSING Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure.)			X		
b)	Displace substantial numbers of existing people or housing necessitating the construction of replacement housing elsewhere?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The proposed project will result in the construction of 371-unit multifamily apartment complex, which would not induce substantial population growth or displace substantial numbers of people.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated population and housing impacts that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included population growth and availability of housing opportunities (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.11-1 through 4.11-13). The analysis found that while development and buildout of the General Plan can result in population and housing impacts, implementation of the General Plan would not contribute to a significant generation of growth that would substantially exceed any established growth projections nor would it displace substantial numbers of housing units or people. Moreover, the project will not construct off-site infrastructure that would induce substantial development, unplanned or otherwise. As such, population and housing impacts were determined to be less than significant.

Significance Conclusions:

a. Population Growth – *Less than Significant Impact.* The southern portion of the project site is currently designated on the City's General Plan land use map as High Density Residential (HDR),

and this same designation is anticipated for the northern portion. The southern portion of the project site is currently zoned Planned Development Residential, 24 units per acre minimum (PD-24+), and this same designation is anticipated for the northern portion. The proposed development of 371 multifamily units is consistent with both the existing and planned General Plan designation and the existing and planned zoning.

The development of a 371-unit multi-family residential complex at this project site would not be considered to induce substantial unplanned population growth into a city that is projected to have approximately 29,283 dwelling units at the buildout of the General Plan, as 371 dwelling units equates to 0.12 percent of the anticipated 29,283 Citywide dwelling units. Therefore, the project will have a less than significant population growth impact.

b. Displace Substantial Numbers of Existing People or Housing – *Less Than Significant Impact.* The development of a 371-unit multi-family residential complex at this project site would result in construction activities which would result in an increase in population and housing at the project site. However, the project would not be anticipated to displace substantial numbers of people or existing housing. The project site is currently vacant and, although the development of a multi-family residential project at this site would represent an increase in housing, it will not result in the displacement of substantial numbers of existing people or housing necessitating the construction of replacement housing elsewhere will not occur, and the impact would be less than significant.

XV. PUBLIC SERVICES	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
a) Fire protection?			X		
b) Police protection?			X		
c) Schools?			X		
d) Parks?			X		
e) Other public facilities?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The proposed project would create a need for the provision of new and/or expanded public services or facilities.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts on the demand for fire and police protection and school and recreation facilities as a result of the future urban development that was contemplated by the General Plan. These impacts included increased demand for fire, police and school services, provision of adequate fire flow, and increased demand for parks and recreation (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.12-1 through 4.12-45). The analysis found that while development and buildout of the General Plan can result in public services and facilities impacts, these impacts would be reduced to a less than significant level through compliance with state and local standards related to the provision of public services and facilities and through the

application of General Plan goals and policies that would assist in minimizing or avoiding impacts to public services and facilities.

These goals, policies and standards include, but are not limited to the California Fire Code, the California Health and Safety Code, Chapters 8.12 and 8.20 of the Rocklin Municipal Code, and goals and policies in the General Plan Community Safety and Public Services and Facilities Elements requiring studies of infrastructure and public facility needs, proportional share participation in the financial costs of public services and facilities, coordination of private development projects with public facilities and services needed to serve the project, maintaining inter-jurisdictional cooperation and coordination and requiring certain types of development that may generate higher demand or special needs to mitigate the demands/needs.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for impacts to public services incorporated as goals and policies in the Rocklin General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for the project to ensure consistency with the General Plan and compliance with City rules and regulations.

California Fire Code, the California Health and Safety Code, Chapters 8.12 and 8.20 of the Rocklin Municipal Code, and the goals and policies in the General Plan Community Safety, and Public Services and Facilities Elements requiring studies of infrastructure and public facility needs, proportional share participation in the financial costs of public services and facilities, coordination of private development project with public facilities and services needed to serve the project, maintaining inter-jurisdictional cooperation and coordination, and requiring certain types of development that may generate higher demand or special need to mitigate the demands/needs.

Significance Conclusions:

a. Fire Protection – *Less than Significant Impact.* The development of this project site has been anticipated in the planning, staffing, equipping and location of fire stations within the City of Rocklin; the closest fire station to the project site is Fire Station #25 (aka #3) on Wildcat Boulevard, which is approximately 1.2 road miles away. Development of the project could increase the need for fire protection services. The City collects construction taxes for use in acquiring capital facilities such as fire suppression equipment. Operation and maintenance funding for fire suppression is provided through financing districts and from general fund sources. The proposed project would pay construction taxes, participate in any applicable financing districts and contribute to the general fund through property and sales taxes. Participation in these funding mechanisms would ensure fire protection service to the site and reduce fire protection impacts to less than significant.

b. Police Protection – *Less than Significant Impact.* The development of this project site has been reviewed by the Rocklin Police Department in association with their efforts to plan, staff, and equip the police station and provide police services within the City of Rocklin. Development of the proposed project could increase the need for police patrol and police services to the site. Funding for police services is primarily from the general fund, and is provided for as part of the City's budget process. The proposed project would pay construction taxes, participate in any applicable financing districts and contribute to the general fund through property and sales taxes. Participation in these funding mechanisms would ensure police protection services to the site and reduce police protection impacts to less than significant.

a. Parks – *Less than Significant Impact.* The development of this project site has been anticipated in the planning, staffing, and maintenance of park and recreation facilities within the City of Rocklin. Development of the project site could increase the use of nearby park and recreation facilities. Funding for park and recreation facilities development and maintenance is primarily from the development fees, the general fund and financing districts, and is provided for as part of the City's budget process. The project would pay construction taxes, participate in any applicable financing districts and contribute to the general fund through property and sales taxes. Participation in these funding mechanisms would ensure the construction and maintenance of park and recreation facilities and reduce impacts to parks to less than significant.

a. Schools and Other Public Facilities – *Less than Significant Impact.* The project will be required to pay applicable school impact fees in effect at the time of building permit issuance to finance school facilities. The assessment of developer fees is regulated through the State Government Code. Proposition 1A/Senate Bill 50 (SB50, Chapter 407, Statutes of 1998) establishes the base amount that developers can be assessed per square foot of residential and non-residential development. If a district meets certain standards, the base adjustment can be adjusted upward a certain amount. Under SB 50, payment of the identified fees by a developer is deemed to be "full and complete mitigation" of impacts on schools resulting from new development. Participation in these funding mechanisms, as applicable, will reduce school impacts to a less than significant level as a matter of state law. The need for other public facilities would not be anticipated to be created by a project and the impact is anticipated to be less than significant.

XVI. RECREATION					
	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X		
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The proposed project, the development and occupation of a 371-unit apartment complex would be anticipated to increase the use of, and demand for, recreational facilities but not in a way that results in a significant impact.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts on the demand for recreation facilities as a result of the future urban development that was contemplated by the General Plan. These impacts included increased demand for parks and recreation (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.12-30 through 4.12-45). The analysis found that while development and buildout of the General Plan can result in recreation facilities impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to recreation facilities. The General Plan has established a parkland standard of five acres per 1,000 population, and has adopted goals and policies to ensure that this standard is met. These goals and policies call for the provision of new park and recreational facilities as needed by new development through parkland dedication and the payment of park and recreation fees. These programs and practices are recognized in the General Plan Open Space, Conservation and Recreation Element, which mitigates these impacts to a less than significant level.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for impacts to recreation incorporated as goals and policies in the Rocklin General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. and b. Increase Park Usage and Construction or Expansion of Recreational Facilities – *Less than Significant Impact.* The proposed project, a multifamily apartment complex, is not anticipated to significantly increase the use of, and demand for, recreational facilities. The City of Rocklin provides parkland dedication and/or collection of park fees to mitigate for the increased recreational impacts of new residential developments at the time that a parcel or subdivision map is recorded or building permits are issued for multi-family units. The project includes recreational amenities such as a pool and outdoor spaces. While the residents of the proposed project would likely utilize City recreational facilities, the use is anticipated to be minimal and is not anticipated to significantly increase the use of existing facilities to the extent that substantial physical deterioration of the facility would occur or be accelerated, nor is the minimal use anticipated to require the construction or expansion of recreational facilities. Any impact on City recreational facilities would be mitigated by the requirement that the project pay standard Park Development fees and annex into the appropriate maintenance districts. Therefore, the project would have less than significant impacts regarding the increase in use of recreational facilities.

XVII. TRANSPORTATION Would the project:					
	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			X		
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X		
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X		
d) Result in inadequate emergency access?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The development of a 371-unit multi-family residential complex at this project site would result in construction activities and the occupation of the complex which could result in transportation impacts because an undeveloped site will become developed, but not to a degree that would result in a substantial increase in Vehicle Miles Traveled (VMT).

Prior Environmental Review:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts on transportation that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included signalized intersections in Rocklin, Loomis, Roseville, Lincoln and Placer County, state/interstate highway segments and intersections, transit service, bicycle and pedestrian facilities, and conflicts with at-grade railways (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.4-1 through 4.4-98).

Mitigation measures to address these impacts are incorporated into the General Plan in the Circulation Element, and include policies that require the monitoring of traffic on City streets to determine improvements needed to maintain an acceptable level of service, updating the City's Capital Improvement Program (CIP) and traffic impact fees, providing for inflationary adjustments to the City's traffic impact fees, maintaining a minimum level of service (LOS) of "C" for all signalized intersections during the PM peak period on an average weekday, maintaining street design standards, and interconnecting traffic signals and consideration of the use of

roundabouts where financially feasible and warranted to provide flexibility in controlling traffic movements at intersections.

The General Plan EIR concluded that, despite these goals and policies, significant transportation impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in increased traffic volumes at state/interstate highway intersections and impacts to state/interstate highway segments. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable policies and standards, including the mitigation measures addressing impacts of urban development under the General Plan on utility and service systems incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for the project to ensure consistency with the General Plan and compliance with City rules and regulations.

Project-Level Environmental Analysis:

The firm of Kimley Horn, a Sacramento area consulting firm with recognized expertise in transportation, prepared traffic impact study (TIS) of the proposed project. Their report is available for review during normal business hours at the City of Rocklin Planning Division, 3970 Rocklin Road, Rocklin, CA, and is incorporated into this Mitigated Negative Declaration by this reference. City staff has reviewed the documentation and is also aware that Fehr & Peers has a professional reputation that makes its conclusions presumptively credible and prepared in good faith. Based on its review of the analysis and these other considerations, City staff accepts the conclusions in the Fehr and Peers report, which is summarized below.

Significance Conclusions:

a. Conflict with Program, Plan, Ordinance or Policy Addressing the Circulation System – *Less than Significant Impact With Mitigation*

The project will be conditioned to contribute its fair share to the cost of circulation improvements via the existing citywide traffic impact mitigation (TIM) fee program that would be applied as a uniformly applied development policy and standard. The traffic impact mitigation fee program is one of the various methods that the City of Rocklin uses for financing improvements identified in the Capital Improvement Program (CIP). The CIP, which is overseen by the City's Public Services Department, is updated periodically to respond to changing conditions and to assure that growth in the City and surrounding jurisdictions does not degrade the level of service on the City's roadways. The roadway improvements that are identified in the CIP in response to anticipated growth in population and development in the City are consistent with the City's Circulation

Element. The traffic impact fee program collects funds from new development in the City to finance a portion of the roadway improvements that result from traffic generated by the new development. Fees are calculated on a citywide basis, differentiated by type of development in relationship to their relative traffic impacts. The intent of the fee is to provide an equitable means of ensuring that future development contributes their fair share of roadway improvements, so that the City's General Plan Circulation policies and quality of life can be maintained.

South Placer Regional Transportation Authority

The South Placer Regional Transportation Authority (SPRTA) was formed through the establishment of a joint powers authority including the cities of Rocklin, Roseville and Lincoln, Placer County and the Placer County Transportation and Planning Agency in January 2002. SPRTA was formed for the implementation of fees to fund specialized regional transportation projects including planning, design, administration, environmental compliance, and construction costs. Regional transportation projects included in the SPRTA include Douglas Boulevard/Interstate 80 Interchange, Placer Parkway, Lincoln Bypass, Sierra College Boulevard Widening, State Route 65 Widening, Rocklin Road/Interstate 80 Interchange, Auburn Folsom Boulevard Widening, and Transit Projects. Similar to other members of SPRTA, the City of Rocklin has adopted a SPRTA fee for all development, and the project would be subject to payment of such a fee.

Highway 65 Interchange Improvement Fee

The cities of Rocklin and Roseville and Placer County have established the "Bizz Johnson" Highway Interchange Joint Powers Authority that has adopted an interchange traffic fee on all new development within Rocklin, Roseville and affected portions of Placer County. The purpose of the fee is to finance four interchanges on State Route 65 to reduce the impact of increased traffic from local development; the proposed project would be subject to payment of such a fee.

The development of the proposed project and the resulting addition of the proposed multifamily project would not result in project-specific significant effects as demonstrated by the summary of the project's traffic impact analysis presented above.

Evaluation of Transit, Bicycle, and Pedestrian Impacts

The City of Rocklin seeks to promote the use of public transit through development conditions requiring park-and-ride lots, and bus turnouts. Transit service in the project vicinity is provided by Placer County Transit (PCT). The bus route closest to the project site is the Lincoln/Rocklin/Sierra College which runs a continuous route between Lincoln and Sierra College, with stops nearest the project site being at Sunset Boulevard/Lonetree Boulevard, Sunset Boulevard/Atherton Road, and Sunset Boulevard/West Oaks Boulevard. The project does not conflict with these bus route or stop locations or other policies or programs promoting alternative transportation and the impact is considered less than significant.

Bike lanes are typically required along arterial and collector streets. In the vicinity of the project there are existing Class II bike facilities on Atherton Road, Lonetree Boulevard and West Oaks Boulevard adjoining the project. The project does not conflict with these bike lane locations or with other policies or programs promoting alternative transportation and it would not disrupt on interfere with an existing bicycle facility or preclude the construction of any planned bikeway facility identified in the City of Rocklin Parks and Trails Master Plan (2017); therefore, the impact is considered less than significant

Under existing conditions, West Oaks Boulevard has a sidewalk on the south side of the road up to the current western terminus of the road. The recently approved Lonetree Apartments projects (Phases 1 and 2) have been conditioned to construct a sidewalk on the north side of West Oaks Boulevard. The West Oaks Apartments project proposes to construct a connecting sidewalk over the bridge crossing the unnamed tributary of Pleasant Grove Creek, which will provide pedestrian connectivity to and from the project. The bridge will add sidewalks and bike lanes on both sides leading into the project. The project does not conflict with existing or planned sidewalk locations or other policies or programs promoting alternative transportation and does not result in a lack of pedestrian connectivity; therefore, the impact is considered less than significant.

b. Conflict or Inconsistency with CEQA Guidelines section 15064.3 (b) Conflict with Congestion Management Program – *Less Than Significant Impact*. Senate Bill 743 (SB 743), which was signed by Governor Brown on September 27, 2013, created a process to change the way transportation impacts are analyzed under CEQA by moving away from the more traditional traffic flow and delay metric of Level of Service (LOS) to an alternative metric known as Vehicle Miles Traveled (VMT). Vehicle Miles of Travel (VMT) is a transportation performance metric that is used as an input to air quality and noise analyses. VMT not only addresses the number of trips generated by a given land use, but also the length of those trips. By doing so, the placement of a given land use in proximity to complementary land uses, and available transit, walking and bicycling facilities are all considered. VMT can also be used to quantify the effects of proposed changes to a roadway network, transportation demand strategies, and investments in non-auto travel modes. VMT may be expressed in absolute numbers of as "per capita" rations, such as VMT per person, household, dwelling unit, employee, or service population (persons plus employees). The requirement to incorporate VMT as a metric in CEQA documents became effective on December 28, 2018 with the addition of section 15064.3 to the CEQA Guidelines. Per section 15064.3 (c), the provisions of section 15064.3 shall apply statewide, beginning on July 1, 2020.

In 2018, the Secretary of the Natural Resources Agency promulgated and certified CEQA Guidelines Section 15064.3 to implement Public Resources Code Section 21099(b)(2). Public Resources Code Section 21099(b)(2) states that, "upon 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 vehicle capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any."

Subsequent to the certification of the CEQA Guidelines, the Governor's Office of Planning and Research (OPR) published the Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018). OPR's advisory document identifies a potential approach which an agency could utilize as the basis for determining significant transportation impacts. Specifically, the OPR technical guidance recommends consideration of whether the 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 an EIR should discuss inconsistencies between the proposed project and the regional transportation plan. For the SACOG region, this consists of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS).

The project would construct a multi-family apartment complex within an area designated as an Established Community in both the 2016 and 2020 MTP/SCS. The MTP/SCS is aimed at reducing greenhouse gas emissions through VMT reduction, and these 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, Established Community areas are typically areas adjacent to, or surrounding, Center and Corridor Communities. Many are characterized as "first tier", "inner ring", or mature subdivision communities. Local land use patterns aim to maintain the existing character and land use pattern in these areas. Land uses in Established Communities are typically made up of existing low- to medium-density residential neighborhoods, office and industrial parks, or commercial strip centers. Depending on the density of existing land uses, some Established Communities have bus service; others may have commuter bus service or very little service. 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. This is about 64 percent of 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 the 2016 and the projected 2040 vehicle miles traveled 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 in 2016 <= 85-100% of the regional average VMT per capita, and in the future (2040) the sub-region in which the project is located and a portion of the project site is shown as having <= 50-85% and <= 85-100% of the regional average VMT per capita (the other portion of the project site has no data). The MTP/SCS anticipates some increased activity/growth within Established Communities. Additionally, these areas are recognized as typically having high VMT per capita both now and in the future (2040 MTP/SCS Planning Period). The introduction of additional multi-family housing at this location instead would provide opportunities for individuals residing at this location to work in closer proximity to existing and future anticipated surrounding job generating land uses and employment centers.

There is bus service available along Sunset Boulevard and Lonetree Boulevard and bus stops in the project vicinity, so the use of bus service by residents of the project is anticipated. In addition,

the project is located within one road mile of existing retail commercial services including a Grocery Outlet grocery store that could be utilized by residents of the project.

Therefore, because the project site is zoned and designated for high density residential (currently for the southern portion and anticipated for the northern portion), and because the proposed project would facilitate construction of high density residential units within an area of the City which has some of the largest employment centers, impacts to VMT are not anticipated to be significant.

c. and d. Hazards and Emergency Access – *Less than Significant Impact*.

Evaluation of Hazardous Design Features

Per the Kimley Horn TIS, based on the project's site plan, the proposed project is served by multiple drive aisles providing access to buildings and parking. Access to the project site is directly off of West Oaks Boulevard. As the single project access driveway provides ample throat depth, minimal turn movement/access conflicts are anticipated. One emergency access point is provided at the north frontage of the site. The project's site layout is anticipated to mainly serve personal vehicles and operate effectively.

The proposed project is evaluated by the City's Engineering Services Manager to assess such items as hazards due to a design feature or incompatible uses. In addition, the proposed project is evaluated by representatives of the City of Rocklin's Fire and Police Departments to ensure that adequate emergency access is provided. Through these reviews and any required changes, there will be a less than significant hazard or emergency access impact.

XVIII. TRIBAL CULTURAL RESOURCES					
	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:		X			
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set for in subdivision (c) of Public Resource Code section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.		X			

DISCUSSION OF DETERMINATION

Project Impacts:

The project site does not contain any resources that are listed with the California Register of Historical Resources or that have been determined by the lead agency to have significance to a California Native American Tribe. Therefore, no impacts to tribal cultural resources are anticipated.

Prior Environmental Analysis:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts that would occur to historical, cultural and paleontological resources within the Planning area as a result of the future urban development that was contemplated by the General Plan. These impacts included potential destruction or damage to any historical, cultural, and paleontological resources (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.8-1 through 4.8-21). Mitigation measures to address these impacts are incorporated into the General

Plan in the Land Use and Open Space, Recreation and Conservation Elements, and include goals and policies that encourage the preservation and protection of historical, cultural and paleontological resources and the proper treatment and handling of such resources when they are discovered.

The General Plan EIR concluded that despite these goals and policies, significant cultural resources impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will contribute to cumulative impacts to historic character. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

Historically significant structures and sites as well as the potential for the discovery of unknown archaeological or paleontological resources as a result of development activities are discussed in the Rocklin General Plan. Policies and mitigation measures have been included in the General Plan to encourage the preservation of historically significant known and unknown areas.

All applicable mitigation measures from the General Plan EIR, including the mitigation measures for cultural resources impacts incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. and b. Tribal Cultural Resources –*Less Than Significant Impact.* Per Assembly Bill 52 (AB-52, Gatto 2014), as of July 1, 2015 Public Resources Code Sections 21080.3.1 and 21080.3 require public agencies to consult with the Native American Heritage Commission (NAHC) and Native American tribes for the purpose of mitigating impacts to tribal cultural resources; that consultation process is described in part below:

> Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section (Public Resources Code Section 21080.1 (d))

As of the writing of this document, the United Auburn Indian Community (UAIC), the Ione Band of Miwok Indians (IBMI), the Shingle Springs Band of Miwok Indians (SSBMI) and the Torres Martinez Desert Cahuilla Indians (TMDCI) are the only tribes that are traditionally and culturally affiliated with the project area that have requested notification. Consistent with Public Resources Code (PRC) Section 21080.3.1 (d) and per AB-52, the City of Rocklin provided formal notification of the project and the opportunity to consult on it to the designated contacts of the UAIC, IBMI, SSBMI and TMDCI in a letter dated 2/09/2023, and received by those organizations on 2/14/2023, 2/15/2023, 2/16/2023, and 2/16/2023, respectively. All tribes had 30 days to request consultation on the project pursuant to AB-52. Only the UAIC responded to request a consultation.

Prior to the site visit and as part of their AB-52 consultation outreach letter, the City provided the UAIC with a copy of the May 24, 2022 *Cultural Resource Assessment for the West Oaks Apartments Project Area, City of Rocklin, Placer County, California*, prepared by Peak & Associates, Inc. The report identified that, based on records searches, there was a prehistoric period site, CA-PLA-427 (P-31-000553) within the project area. The report noted that site CA-PLA-427 was subjected to a shovel test pit excavation in 1992 and the testing "revealed a very light surface scatter with no associated cultural deposit" and the report authors concluded that the site was not an important archaeological resource and required no further consideration in the planning process. The report also noted a more recent site visit of April 27, 2022 and a determination based on that site visit and review of historic aerial photographs that CA-PLA-427 appears to have been lost in grading activities or buried under fill that was added to the area in 2002, and that development during 2008-2009 that built two large concrete pads over the area and installation of underground utilities may have impacted the site to an unknown degree as well.

Through e-mail correspondence leading up to the 3/22/23 site visit, the UIAC also indicated they were aware of a recorded cultural site on the project site and asked for more information on when and how the site was developed. City staff directed them to the cultural report's findings summarized above.

On March 22, 2023, the City, project engineering, and a representative for UAIC met on the site. At that meeting, there was discussion of the cultural report's findings and how the previously recorded site is now beneath fill and building foundations, but the newly proposed multi-family project would require demolition of the existing improvements and would involve excavation for the new project. The UAIC representative suggested that it would not be necessary to have on-site tribal monitors during the duration of the excavation period, but rather the UAIC would like the opportunity to visit the site during certain periods of the excavation process.

To address the UAIC's concerns, the following mitigation measures, agreed to by the applicant, are being applied to the project:

XVIII.-1 A minimum of seven days prior to beginning earthwork, clearing and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork

start-date. The lead agency shall contact the United Auburn Indian Community (UAIC) with the proposed earthwork start-date and a UAIC Tribal Representative or Tribal Monitor shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity, or as appropriate for the type and size of project. During this inspection, a UAIC Tribal Representative or Tribal Monitor may provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure.

If any TCRs are encountered during this initial inspection, or during any subsequent construction activities, work shall be suspended within 100 feet of the find and the measures included in the Inadvertent/Unanticipated Discoveries Mitigation Measure (XVIII.-2) shall be implemented. Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign.

The contractor shall implement any measures deemed by CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize significant effects to the resources, including the use of a paid Native American Monitor during ground disturbing activities.

XVIII.-2 If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary.

When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA and UAIC protocols, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by UAIC or by the California Native American Tribe that is traditionally and culturally affiliated with the project area.

The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.

Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied.

These mitigation measures shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

The applicant is agreeable to the above mitigation measure; implementation of the above measures will reduce impacts to tribal cultural resources to a less than significant level.

XIX. UTILITIES AND SERVICE SYSTEMS Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?			X		
b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X		
c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X		
d)	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X		
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The proposed development and occupation of a multifamily residential apartment complex will increase the need for utility and service systems, but not to an extent that will impact the ability of the utility and service providers to adequately provide such services.

Prior Environmental Review:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts on utilities and service systems that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included increased generation of wastewater flow, provision of adequate wastewater treatment, increased demand for solid waste disposal, and increased demand for energy and communication services (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.13-1 through 4.13-34). The analysis found that while development and buildout of the General Plan can result in utilities and service system impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to utilities and service systems.

These goals and policies include, but are not limited to, requiring studies of infrastructure needs, proportional share participation in the financial costs of public services and facilities, coordination of private development projects with public facilities and services needed to serve the project and encouraging energy conservation in new developments.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable policies and standards, including the mitigation measures addressing impacts of urban development under the General Plan on utility and service systems incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. and c. Relocation, New or Expanded Utilities – *Less than Significant Impact.* The proposed project site is located within the South Placer Municipal Utility District (SPMUD) service area for sewer. SPMUD has provided a letter regarding the proposed project indicating that the project is within their service area and eligible for service, provided that their condition requirements and standard specifications are met. SPMUD has a System Evaluation and Capacity Assurance Plan, which is periodically updated, to provide sewer to projects located within their service boundary. The plan includes future expansion as necessary. SPMUD collects participation fees to finance the maintenance and expansion of its facilities. The proposed project is responsible for complying

with all requirements of SPMUD, including compliance with wastewater treatment standards established by the Central Valley Water Quality Control Board. The South Placer Wastewater Authority (SPWA) was created by the City of Roseville, Placer County and SPMUD to provide regional wastewater and recycled water facilities in southwestern Placer County. The regional facilities overseen by the SPWA include the Dry Creek and Pleasant Grove Wastewater Treatment Plants, both of which receive flows from SPMUD (and likewise from Rocklin). To project future regional wastewater needs, the SPWA prepared the South Placer Regional Wastewater and Recycled Water Systems Evaluation (Evaluation) in June 2007. The Evaluation indicates that as of June 2004, flows to both the wastewater treatment plants were below design flows. Both wastewater treatment plants are permitted discharges under the National Pollutant Discharge Elimination System (NPDES). Specifically, the Dry Creek Wastewater Treatment Plant (WWTP) is permitted to discharge an average dry weather flow not to exceed 18 mgd, while the Pleasant Grove Wastewater Treatment Plant is permitted to discharge an average dry weather flow not to exceed 12 mgd. According to SPMUD, in 2016 the Dry Creek WWTP had an average dry weather inflow of 8.2 mgd, with SPMUD's portion being 1.8 mgd, and the Pleasant Grove WWTP had an average dry weather inflow of 7.0 mgd, with SPMUD's portion being 1.9 mgd. Consequently, both plants are well within their operating capacities and there remains adequate capacity to accommodate the projected wastewater flows from this project. Therefore, a less than significant wastewater treatment impact is anticipated.

The proposed project site is located within an area of the City of Rocklin that has been contemplated for urban development in the Rocklin General Plan, and as such the provision of storm water drainage, electric power, natural gas and telecommunications facilities to the project site has been planned for, with much of the necessary distribution infrastructure already in place within existing public utility rights-of-way. The City of Rocklin coordinates with utility and service providers as new development or re-development is being proposed.

The proposed project would be conditioned to require connection into the City's storm drain system, with Best Management Practices and/or Low Impact Development features located within the project's drainage system at a point prior to where the project site runoff will enter the City's storm drain system. Other than on-site improvements, new drainage facilities or expansion of existing facilities would not be required as a result of this project.

The project site is within the Pacific Gas & Electric (PG&E) service area for electric power and natural gas, and as new development occurs, PG&E builds infrastructure on an as needed basis. Upgrades to existing infrastructure within existing easements (such as roadway right-of-way) are not anticipated to result in significant environmental effects because existing rights-of-way are typically paved or otherwise modified from their original natural condition and would not contain sensitive environmental resources. New infrastructure, if required in previously undisturbed areas, would be addressed as part of the environmental review for the development of a specific site/project, or would be subject to separate environmental review.

The project site is within the service area for AT&T, CCI Communications, Wave Broadband and various wireless service telecommunications providers. Infrastructure for telephone and cable

services is typically installed at the point of initial development and in accordance with service demand. Similar to electric power and natural gas, upgrades to existing telecommunications infrastructure within existing easements (such as roadway right-of-way) are not anticipated to result in significant environmental effects because existing rights-of-way are typically paved or otherwise modified from their original natural condition and would not contain sensitive environmental resources. New infrastructure, if required in previously undisturbed areas, would be addressed as part of the environmental review for the development of a specific site/project, or would be subject to separate environmental review.

Therefore, the project is not anticipated to require or result in the relocation or construction of new or expanded water, wastewater treatment, storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects and the impact is less than significant.

b. Water Supplies – *Less than Significant Impact.* The project site is located within the Placer County Water Agency (PCWA) service area. The PCWA has a Master Plan, which is periodically updated, to provide water to projects located within their service boundary. The plan includes future expansion as necessary, and includes the option of constructing additional treatment plants. The PCWA collects hook-up fees to finance the maintenance and expansion of its facilities.

The PCWA service area is divided into five zones that provide treated and raw water to Colfax, Auburn, Loomis, Rocklin, Lincoln, small portion of Roseville, unincorporated areas of western Placer County, and a small community in Martis Valley near Truckee. The project is located in Zone 1, which is the largest of the five zones. Zone 1 provides water service to Auburn, Bowman, Ophir, Newcastle, Penryn, Loomis, Rocklin, Lincoln, and portions of Granite Bay.

PCWA has planned for growth in the City of Rocklin and sized the water supply infrastructure to meet this growth and reasonably foreseeable future development during normal, dry and multiple dry years (PCWA 2006). PCWA has provided a letter regarding the proposed project indicating that the project is within their service area and eligible for service upon execution of a facilities agreement and payment of all required fees and charges. The project site would be served by the Foothill WTP, which treats water diverted from the American River Pump Station near Auburn, and the proposed project's estimated maximum daily water treatment demands would not exceed the plant's permitted capacity. Because the proposed project would be served by a water treatment plant that has adequate capacity to meet the project's projected demand and would not require the construction of a new water treatment plant, the project's water supply and treatment facility impacts would be considered less than significant.

d. and e. Solid Waste – *Less than Significant Impact.* The Western Regional landfill, which serves the Rocklin area, has a total capacity of 36 million cubic yards and a remaining capacity of 29 million cubic yards. The estimated closure year for the landfill is approximately 2036. Development of the project site with urban land uses was included in the lifespan and capacity calculations of the landfill, and a less than significant landfill capacity impact would be anticipated. Federal and State regulations regarding solid waste consist of the Federal

Environmental Protection Agency regulations and the California Integrated Waste Management Act regulating waste reduction. These regulations primarily affect local agencies and other agencies such as the Landfill Authority. The project will comply with all Federal, State, and local regulations regarding trash and waste and other nuisance-related issues as may be applicable. Recology would provide garbage collection services to the project site, provided their access requirements are met.

The project is not expected to include any unusual elements that would generate solid waste in excess of State and local standards, or in excess of the capacity of local infrastructure or otherwise impair the attainment of solid waste reduction goals, and the project would comply with solid waste regulations and the impact would be less than significant.

XX. WILDFIRE If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X		
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X		
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X		
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X		

DISCUSSION OF DETERMINATION:

<u>Project Impacts:</u>

The development of a multifamily residential apartment complex at this project site would result in construction activities and the occupation of the complex which is expected to increase the need for fire and emergency responses to the project site, but not to an extent that will impact the ability of the fire and emergency responders to adequately provide such services.

The project is not located in or near a State Responsibility Area (SRA). There are no locations in Rocklin that are classified as very high fire hazard severity zones.

Prior Environmental Review:

As a "program EIR" under CEQA Guidelines section 15168, the General Plan EIR analyzed the anticipated impacts of wildland fires that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included exposure of people or structures to significant risk of loss, injury or death involving wildland fires, impairment or interference with implementation of emergency response and evacuation plans and cumulative hazard impacts (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.7-20 through 4.7-28). The analysis found that while development and buildout of the General Plan can result in wildland fire and emergency response impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to utilities and service systems.

These goals and policies include, but are not limited to, maintaining emergency operations plans, coordination with emergency management agencies, annexation into financing districts for fire prevention/suppression and emergency response, incorporation of fuel modification/fire hazard reduction planning, and maintaining interjurisdictional cooperation and coordination.

Mitigation Measures from Uniformly Applied Development Policies and Standards:

All applicable policies and standards, including the mitigation measures addressing impacts of urban development under the General Plan on wildland fire and emergency response incorporated as goals and policies in the General Plan, will be applied to the project. These serve as uniformly applied development policies and standards and/or as conditions of approval for this project to ensure consistency with the General Plan and compliance with City rules and regulations.

Significance Conclusions:

a. Impair Emergency Response or Evacuation Plan – *Less than Significant Impact.* The project occurs on a project site that is contemplated in the Rocklin General Plan for urban development, and the development of the project site does not include any features that would substantially impair an adopted emergency response plan or emergency evacuation plan. The streets adjacent to the project site serve as emergency evacuation corridors and would provide direct fire vehicle access to the site. In addition, the project has been evaluated by representatives of the City of

Rocklin's Fire and Police Departments to ensure that adequate emergency access is provided. Most wildland fires are caused by human activities involving motor vehicles, construction/maintenance equipment, arson and burning of debris. The addition of impervious surface cover on the vacant project site may in fact help reduce the potential wildfire risk. Therefore, the project will not substantially impair an adopted emergency response or emergency evacuation plan and the impact will be less than significant.

b. and c. Exacerbation of Fire Risk – *Less than Significant Impact.* The project occurs on a site that is contemplated in the Rocklin General Plan for urban development, and the development of the project site does not occur in an area where an exacerbation of fire risk would occur due to slope, prevailing winds, and other factors. The project will install new fire hydrants and the project will include underground power lines which will reduce the potential for overhead power line fires. In addition, construction of roadway improvements and other impervious surface areas, as well as upgrades to existing infrastructure would help reduce fire risk. Therefore, the project will not exacerbate wildfire risk and the impact will be less than significant.

d. Exposure of People or Structures to Risk – *Less than Significant Impact.* The project site is relatively flat and located in an urban area where there would be no downslope or downstream flooding or landslides that would result from runoff, post-fire instability or drainage changes. Therefore, the project will not expose people or structures to significant risks and the impact will be less than significant.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE		Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact	Impact for which General Plan EIR is Sufficient
a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species or eliminate important examples of the major periods of California history or prehistory?		X			
b)	Does the project have impacts that are limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects)?			X		
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X		

DISCUSSION OF DETERMINATION:

Project Impacts:

The preceding analysis demonstrates that these effects will not occur as a consequence of the project.

Significance Conclusions:

a. Degradation of Environment Quality – *Less than Significant with Mitigation.* The proposed project site is partly surrounded by disturbed and developed land. Based on the project

location and the application of mitigation measures for potential biological resources and cultural resources as discussed above, the proposed project does not have the potential to: substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory. Although the proposed project could cause a significant effect on the environment, there will not be a significant effect in this case because of the project design and the application of the recommended mitigation measures and the City's uniformly applied development policies and standards that will reduce the potential impacts to a less than significant level. Therefore, the project will have less than significant impacts with mitigation.

b. Cumulatively Considerable Impacts – *Less than Significant Impact.* Development in the South Placer region as a whole will contribute to regional air pollutant emissions, thereby delaying attainment of Federal and State air quality standards, regardless of development activity in the City of Rocklin and application of mitigation measures. As a result of this potential degradation of the quality of the environment, the General Plan EIR, which assumed the development of the proposed project site, determined that there would be significant and unavoidable cumulative air quality impacts. The project-specific air quality analysis discussed above demonstrated that the proposed project would have a less than significant cumulative air quality and greenhouse gas emissions impact. Therefore, the project would have less than significant impacts.

Development in the City and the South Placer region as a whole will alter viewsheds as mixed urban development occurs on vacant land. In addition, new development will also generate new sources of light and glare; as a result, the General Plan EIR determined that there would be significant and unavoidable cumulative aesthetic impacts. Development of the proposed project represents conversion of the same vacant land area that was analyzed in the General Plan EIR. Therefore, the project would have less than significant impacts.

Development in the City and the South Placer region as a whole will result in cumulative, long-term impacts on biological resources (vegetation and wildlife), due to the introduction of domestic landscaping, homes, paved surfaces, and the relatively constant presence of people and pets, all of which negatively impact vegetation and wildlife habitat. As a result, the General Plan EIR, which assumed the development of the proposed project site, determined that there would be significant and unavoidable cumulative biological resource impacts, both at a project-specific Rocklin General Plan buildout level as it relates to biological resources solely within the City of Rocklin, as well as in the context of a cumulative contribution from Rocklin General Plan buildout as it relates to biological resources in the region. Development of the proposed project represents conversion of the same vacant land area that was analyzed in the General Plan EIR. Therefore, the project would have less than significant impacts.

Development in the City and the South Placer region as a whole will result in significant noise impacts as a result of the introduction of new noise sources and additional traffic and people. As

a result, the General Plan EIR, which assumed the development of the proposed project site, determined that there would be significant and unavoidable cumulative noise impacts. The project-specific noise analysis discussed above demonstrated that the proposed project would have a less than significant cumulative noise impact. Therefore, the project would have less than significant impacts.

Development in the City and the South Placer region as a whole will result in significant transportation/traffic impacts as a result of the creation of additional housing, employment and purchasing opportunities which generate vehicle trips. As a result, the General Plan EIR, which assumed the development of the proposed project site, determined that there would be significant and unavoidable cumulative transportation/traffic impacts. The project-specific traffic analysis discussed above demonstrated that the proposed project would have a less than significant cumulative traffic impact. Therefore, the project would have less than significant impacts.

The approval of the proposed project would not result in any new impacts that are limited, but cumulatively considerable, that are not already disclosed in the previously prepared environmental documents cited in this report. Therefore, the project would have less than significant impacts.

c. Adverse Effects to Humans – *Less than Significant Impact.* Because the development of the proposed project represents conversion of the same land area that was analyzed in the General Plan EIR, the project would not have environmental effects that would cause substantial adverse effect on human beings, either directly or indirectly beyond those that were previously identified in the General Plan EIR. Therefore, the project would have less than significant impacts.

Section 5. References

City of Rocklin General Plan, October 2012
City of Rocklin General Plan, Final Environmental Impact Report, August 2012
City of Rocklin General Plan, Draft Environmental Impact Report, August 2011
City of Rocklin Zoning Ordinance, Title 17 of the Rocklin Municipal Code
City of Rocklin Design Review Guidelines
Kimley Horn, Transportation Impact Study for West Oaks Apartments, June 9, 2023
Saxelby Acoustics, Environmental Noise Assessment for West Oaks Apartments, November 2, 2022
Salix Consulting, Inc., Biological and Wetlands Resources Assessment for the 16.3-Acre West Oaks Apartments Study Area, June 2022; Amended June 2023
Peak & Associates, Inc., Cultural Resource Assessment for the West Oaks Apartments Project Area, May 4, 2023
Raney Planning & Management, Inc., Air Quality and Greenhouse Gas Impact Analysis Prepared for Black Iris Properties, LLC, May 2023.

Attachments

Attachment A – Project Vicinity Map
Attachment B – West Oaks Apartments Project Site Plan

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

West Oaks Apartments
(DR2022-0010, DL2023-0001, and ENV2022-0002)

Project Name and Description

The project is a request for approval of a Design Review to construct a multifamily development on approximately 15.9 gross acres. The development would be comprised of 371 units in 15 three-story walk-up buildings, two (2) four-story apartment buildings with rooftop patios, and a one-story clubhouse with an outdoor pool, as well as associated parking and landscaping.

The project also includes a Tentative Parcel Map (DL2023-0001) to subdivide the site into three (3) individual parcels for phasing and financing purposes, and to abandon historic private reciprocal access, public utility, and emergency access easements which were established as part of the previously-approved Atherton Center, a nonresidential project approved in 2006 on the property, which has since expired.

Project Location

The project site is approximately 15.9 gross acres located west of the terminus of West Oaks Boulevard, east of Highway 65. The site consists of six (6) incorporated parcels, designated with Assessor Parcel Numbers (APNs) 365-020-067, -068, -069, -070, -071, and -072, as well as an approximately 3.4-acre portion of former Caltrans right-of-way located north and adjacent to the other parcels. That piece, which is currently unincorporated with no APN assigned, is part of an annexation which is being concurrently processed.

Property Owner/Project Applicant

The property owner is Black Iris Properties. The project applicant is HRGA Young Kim.

Basis for Mitigated Negative Declaration Determination

The City of Rocklin finds that as originally submitted the proposed project could have a significant effect on the environment. However, revisions in the project have been made by or agreed to by the project proponent, which will avoid these effects or mitigate these effects to a point where clearly no significant effect will occur. Therefore, a MITIGATED NEGATIVE DECLARATION has been prepared. The Initial Study supporting the finding stated above and describing the mitigation measures including in the project is incorporated herein by this reference. This determination is based upon the criteria of the Guidelines of the State Secretary of Resources Section 15064 – Determining the Significance of the Environmental Effects Caused by a Project, Section 15065 – Mandatory Findings of Significance, and 15070 – Decision to Prepare a Negative Declaration or

Mitigated Negative Declaration, and the mitigation measures described in the Mitigation Monitoring Plan for this Project.

Date Circulated for Review: October 13, 2023

Date Adopted: _____

Signature: _____
David Mohlenbrok, Community Development Department Director

MITIGATION MONITORING PROGRAM
West Oaks Apartments
(DR2022-0010, DL2023-0001, and ENV2022-0002)

The California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq., as amended by Chapter 1232) requires all lead agencies before approving a proposed project to adopt a reporting and monitoring program for adopted or required changes to mitigate or avoid significant environmental effects. The reporting or monitoring program shall be designed to ensure compliance during project implementation as required by AB 3180 (Cortese) effective on January 1, 1989 and Public Resources Code Section 21081.6. This law requires the lead agency responsible for the certification of an environmental impact report or adoption of a mitigated negative declaration to prepare and approve a program to both monitor all mitigation measures and prepare and approve a report on the progress of the implementation of those measures.

The responsibility for monitoring assignments is based upon the expertise or authority of the person(s) assigned to monitor the specific activity. The City of Rocklin Community Development Director or his designee shall monitor to assure compliance and timely monitoring and reporting of all aspects of the mitigation monitoring program.

The Mitigation Monitoring Plan identifies the mitigation measures associated with the project and identifies the monitoring activities required to ensure their implementation through the use of a table format. The columns identify Mitigation Measure, Implementation and Monitoring responsibilities. Implementation responsibility is when the project through the development stages is checked to ensure that the measures are included prior to the actual construction of the project such as: Final Map (FM), Improvement Plans (IP), and Building Permits (BP). Monitoring responsibility identifies the department responsible for monitoring the mitigation implementation such as: Community Development (CD), Public Services (PS), Community Facilities (CFD), Police (PD), and Fire Departments (FD).

The following table presents the Mitigation Monitoring Plan with the Mitigation Measures, Implementation, and Monitoring responsibilities. After the table is a general Mitigation Monitoring Report Form, which will be used as the principal reporting form for this, monitoring

program. Each mitigation measure will be listed on the form and provided to the responsible department.

Revisions in the project plans and/or proposal have been made and/or agreed to by the applicant prior to this Negative Declaration being released for public review which will avoid the effects or mitigate those effects to a point where clearly no significant effects will occur. There is no substantial evidence before the City of Rocklin that the project as revised may have a significant effect on the environment, pursuant to CEQA Guidelines, Section 15070. These mitigation measures are as follows:

MITIGATION MEASURES:

Biological Resources: *Raptors and Migratory Birds*

To address the potential impact of the loss of Swainson's hawk foraging habitat, the following mitigation measure, agreed to by the applicant, is being applied to the project:

IV.- 1 The applicant/developer shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February 1 through September 15).

If tree and vegetation removal and/or project grading or construction activities would occur during the nesting season for raptors and migratory birds (February-September 15), the developer and/or contractor shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 14 days prior to initiation of tree and vegetation removal activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of tree and vegetation removal activities, documentation of the survey shall be provided to the City of Rocklin Engineering Department and if the survey results are negative, no further mitigation is required and necessary tree and vegetation removal may proceed. If there is a break in construction activities of more than 14 days, then subsequent surveys shall be conducted.

If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot buffers). Monitoring of the nest by a qualified biologist may be required if the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September 16 – January 31), a survey is not required and no further studies are necessary.

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

IMPLEMENTATION:
Prior to the start of grading or construction activities to occur within the nesting season, the applicant shall submit documentation of a survey for nesting raptors and migratory birds to the City's Engineering Department. If the survey results are negative, no further mitigation is required. If the survey results are positive, the biologist shall consult with the City and the California Department of Fish and Wildlife as detailed above.

RESPONSIBILITY
Applicant/Developer
Engineering Department and Community Development Director

Biological Resources: *Swainson's Hawk*

To address the potential impact of the loss of Swainson's hawk foraging habitat, the following mitigation measure, agreed to by the applicant, is being applied to the project:

IV.-2 If an active Swainson's hawk nest tree is located within 0.25 mile of the project site, prior to the start of grading or construction 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 mitigation bank credits, 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.

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

IMPLEMENTATION:

If an active Swainson's hawk nest tree is located within 0.25 mile of the project site, prior to the start of grading or construction activities, the applicant shall submit documentation of providing 0.5 acre of replacement Swainson's hawk foraging habitat for each 1.0 acre developed as detailed above to the satisfaction of the Community Development Director.

RESPONSIBILITY
Applicant
Engineering Department
Community Development Director

Biological Resources: *Burrowing Owls*

To address the project's potential impacts to burrowing owls, the following mitigation measure, agreed to by the applicant, is being applied to the project:

IV.-3 Prior to any grading activities, the applicant/developer shall hire a qualified biologist to conduct a pre-construction take avoidance survey between 14 and 30 days prior to the commencement of construction, in accordance with the 2012 California Department of Fish and Wildlife Staff Report on Burrowing Owl Mitigation (2012 Staff Report) (CDFW 2012). The survey area shall include an approximately 500-foot buffer area around the footprint of work activities, where access is permitted. If the surveys are negative, then and a letter report documenting the results of the survey should be provided to the CDFW, City of Rocklin Environmental Coordinator and the project proponent for their records, and no additional measures are required. If construction does not commence within 14 days of the pre-construction survey, or halts for more than 14 days, a new survey shall be required.

If burrows are observed within 500 feet of the footprint of work activities, an impact assessment shall be prepared and submitted to the CDFW, in accordance with the 2012 Staff Report. If it is determined that project activities may result in impacts to nesting, occupied, and satellite burrows and/or burrowing owl habitat, the biologist shall consult with CDFW and develop a detailed mitigation plan such that the habitat acreage, number of burrows, and burrowing owls impacted are replaced. The mitigation plan shall be implemented prior to any grading activities and/or prior to the issuance of Improvement Plans.

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

IMPLEMENTATION:
Prior to the start of grading or construction activities, the applicant shall submit documentation of a survey for burrowing owls to the City's Engineering Department, as detailed above. If the survey results are negative, no further mitigation is required. If the survey results are positive, the biologist shall consult with the California Department of Fish and Wildlife and the City and take additional measures as detailed above.

RESPONSIBILITY
Applicant/Developer
City of Rocklin Engineering Department
City of Rocklin Community Development Department
California Department of Fish and Wildlife

Cultural Resources: *Inadvertent Discoveries*

V.-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.

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).

This mitigation measure shall be incorporated as notes on the project's grading and/or Improvement Plans and shall be implemented prior to any grading or ground/vegetation-disturbing activities.

IMPLEMENTATION:
If evidence of undocumented cultural resources is discovered during grading or construction operations, ground disturbance in the area shall be halted and a qualified professional archaeologist, the City's Environmental Services Manager and the Native American Heritage Commission shall be notified regarding the discovery. Other procedures as specifically noted in the mitigation measure shall also be followed and complied with.

RESPONSIBILITY:
Applicant/Developer
Community Development Department
Native American Heritage Commission

Noise: *Generation of Noise or Vibration 1*

XIII.-1 The project shall comply with the following requirements on the upper floors (2nd and above) of all westernmost façades of Buildings 12, 13, 14, 15, and 16.

- Building facades shall include use of stucco with exterior sheathing and a resilient channel for hanging interior gypsum board. An alternative to RC channel is use of a staggered stud exterior wall;
- Interior gypsum wallboards and gypsum ceiling shall be 5/8";
- Saxelby Acoustics recommends that mechanical ventilation penetrations for exhaust fans not face toward Highway 65. Where feasible, these vents should be routed towards the opposite side of the building to minimize sound intrusion to sensitive areas of the buildings. Where vents must face toward Highway 65, it is recommended that the duct work be increased in length and make as many "S" turns as feasible prior to exiting the dwelling. This separates the openings between the noise source and the living space with a long circuitous route. Each time the sound turns a corner, it is reduced slightly. Flexible duct work is preferred ducting for this noise mitigation. Where the vent exits the building, a spring-loaded flap with a gasket should be installed to reduce sound entering the duct work when the vent is not in use;
- Mechanical ventilation shall be provided to allow occupants to keep doors and windows closed for acoustic isolation;
- No Packaged Terminal Air Conditioners (PTAC's) shall be used;
- In lieu of these measures, an interior noise control report may be prepared by a qualified acoustic engineer demonstrating that the proposed building construction would achieve the interior noise reduction requirement of up to 30 dBA.

This mitigation measure shall be incorporated as notes on the project's building permits and shall be implemented during construction.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to interior noise levels to a less than significant level.

IMPLEMENTATION:
This mitigation measure shall be incorporated as notes on the project's building permits and shall be implemented during construction.

RESPONSIBILITY:
Applicant/Developer
Community Development Department

Noise: *Generation of Noise or Vibration 2*

XIII.-2 In addition to the interior control measures listed above, each specific group requires the following additional upgrades on the upper floors (2nd and above) of all westernmost facades of the specified buildings:

Group 1 (Buildings 15 and 16):

Bedroom: STC 33 glazing and carpet on pad, or STC 37 glazing and hard flooring
Living Room: STC 29 Glazing and carpet on pad, or STC 32 glazing and hard flooring

Group 2 (Buildings 13 and 14):

Bedroom: STC 34 glazing and carpet on pad, or STC 38 glazing and hard flooring
Living Room: STC 30 Glazing and carpet on pad, or STC 33 glazing and hard flooring

Group 3 Building 12:

Bedroom: STC 32 glazing and carpet on pad, or STC 34 glazing and hard flooring
Living Room: STC 29 glazing and carpet on pad, or STC 31 glazing and hard flooring

This mitigation measure shall be incorporated as notes on the project's building permits and shall be implemented during construction.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to interior noise levels to a less than significant level.

IMPLEMENTATION:
This mitigation measure shall be incorporated as notes on the project's building permits and shall be implemented during construction.

RESPONSIBILITY:
Applicant/Developer
Community Development Department

Tribal Cultural Resources: *UAIC Notifications*

XVIII.-1 A minimum of seven days prior to beginning earthwork, clearing and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork start-date. The lead agency shall contact the United Auburn Indian Community (UAIC) with the proposed earthwork start-date and a UAIC Tribal Representative or Tribal Monitor shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity, or as appropriate for the type and size of project. During this inspection, a UAIC Tribal Representative or Tribal Monitor may provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure.

If any TCRs are encountered during this initial inspection, or during any subsequent construction activities, work shall be suspended within 100 feet of the find and the measures included in the Inadvertent/Unanticipated Discoveries Mitigation Measure (XVIII.-2) shall be implemented. Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign.

The contractor shall implement any measures deemed by CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize significant effects to the resources, including the use of a paid Native American Monitor during ground disturbing activities.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to interior noise levels to a less than significant level.

IMPLEMENTATION:
A minimum of seven days prior to any grading or construction activities, the applicant shall notify the Community Development Department of the proposed earthwork start-date to begin coordination with the UAIC. Other procedures as specifically noted in the mitigation measure shall also be followed and complied with.

RESPONSIBILITY:
Applicant/Developer
Community Development Department

Tribal Cultural Resources: *TCR Discoveries*

XVIII.-2 If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary.

When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA and UAIC protocols, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by UAIC or by the California Native American Tribe that is traditionally and culturally affiliated with the project area.

The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.

Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied.

The applicant is agreeable to the above mitigation measure; implementation of the above measure will reduce impacts to interior noise levels to a less than significant level.

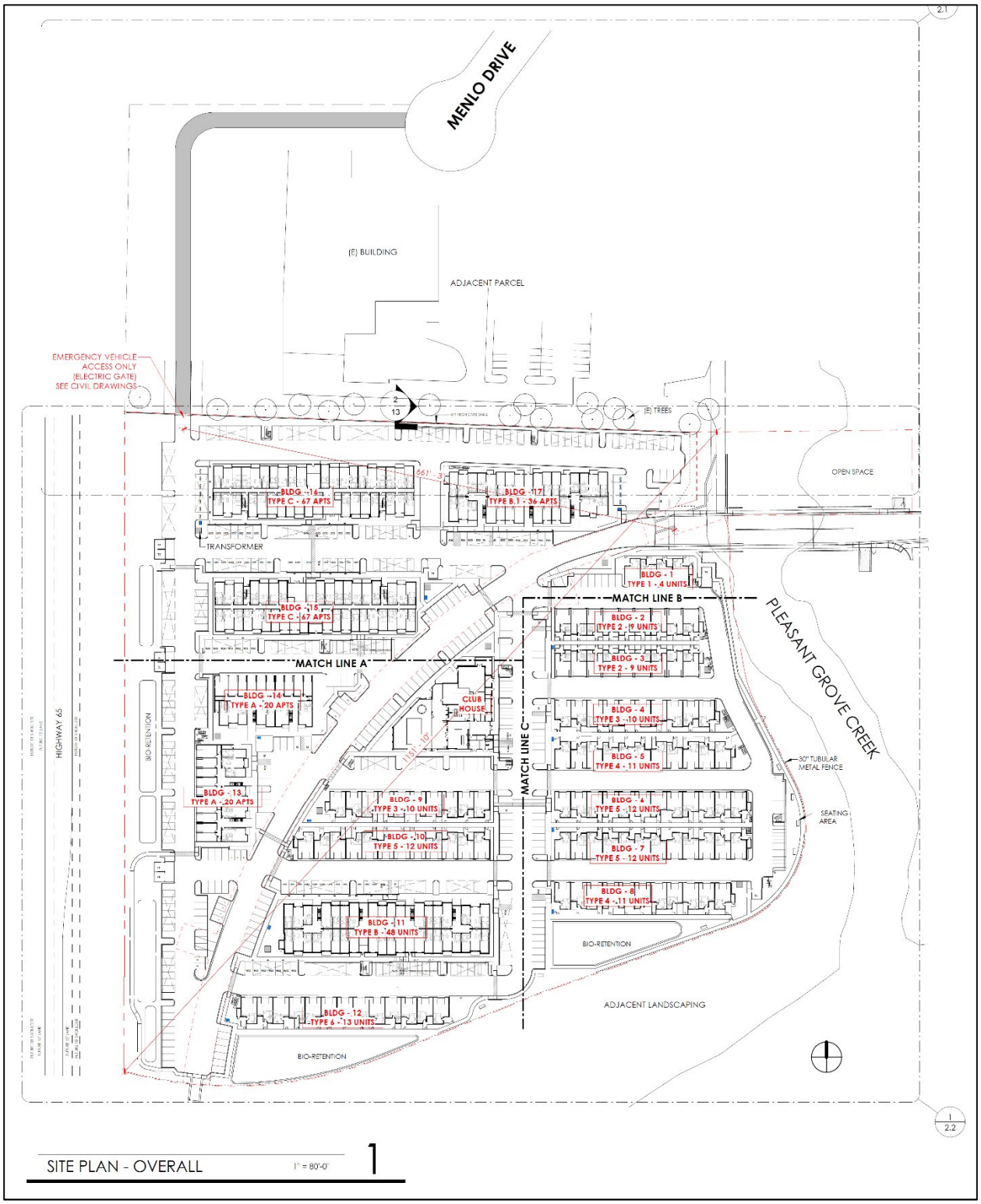
IMPLEMENTATION:
If any suspected TRCs are discovered, all work within 100 feet of the find shall be halted immediately and the Tribal Representative and City shall be notified. Other procedures as specifically noted in the mitigation measure shall also be followed and complied with.

RESPONSIBILITY:
Applicant/Developer
Community Development Department
Native American Heritage Commission
United Auburn Indian Community

ATTACHMENT A – PROJECT VICINITY MAP



ATTACHMENT B – PROJECT SITE PLAN



RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A TENTATIVE PARCEL MAP

(West Oaks Apartments / DL2023-0001)

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. Tentative Parcel Map (DL2023-0001) allows for the merger of six parcels, Assessor Parcel Numbers (APNs) 365-020-067, -068, -069, -070, -071, and -072, (approximately 12.4 total gross acres), all under common ownership and with contiguous borders, into three parcels totaling 4.01 acres, 4.12 acres, and 4.25 acres, respectively, and to abandon private reciprocal easements, public utility easement, emergency access easement, and Placer County Water Agency (PCWA) easement, which were recorded as part of a previous project on the site. The map would include the recordation of new easements, including a public utility easement, reciprocal access and egress easement, landscaping, drainage, and common clubhouse area.

B. A Mitigated Negative Declaration and a Mitigation Monitoring Program for this project has been approved via City Council Resolution No. 2023-_____.

C. The Planning Commission of the City of Rocklin recommended the project for approval on November 7, 2023 with a vote of 3-0 (two members absent).

C. The City Council has considered the effect of the approval of this parcel map 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.

D. The proposed parcel map, together with the provisions for its design and improvement, is consistent with the zoning classification on the property, Planned Development Residential, 24 Units Per Acre Minimum (PD-24+).

E. The proposed merger of these parcels and vacation of numerous easements for a former project on this property, together with the provisions for its design and improvement, are consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan. The easements were recorded with the original Tentative Parcel Map (DL-2004-08), which was designated and zoned for a business professional development at that time. That project has sense expired and the easements are no longer required. In 2021, the project site was re-designated and rezoned to allow for multifamily development. Approval of this Tentative Parcel Map would facilitate development of this site with a multifamily residential project, consistent with the Rocklin General Plan Land Use Element.

F. The site is physically suitable for the proposed type and density of development. The proposed merger of six parcels and abandonment of easements for the expired business professional entitlements would allow for the site to be developed with multifamily residential, consistent with the site's General Plan designation and zoning.

G. The design of the parcel map and the proposed improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

H. The design of the parcel map and type of improvements will not cause serious public health problems.

I. The design of the parcel map and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed parcel map.

J. The design of the parcel map provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The West Oaks Apartments Tentative Parcel Map (DL2023-0001) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby approved, 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, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer. The agency and/or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Existing easements as specified on Exhibit A shall be abandoned concurrently with recordation of the final map, to the satisfaction of the City Engineer. (PLANNING, ENGINEERING)

2. New easements as shown on Exhibit A, including but not limited to, public utilities, reciprocal access and egress, landscaping, drainage, low impact development, and common clubhouse area, shall be recorded as part of the final map, to the satisfaction of the City Engineer. (PLANNING, ENGINEERING)

3. Prior to recordation of a final map, all rights-of-way required for West Oaks Boulevard shall be offered by means of an irrevocable offer of dedication.

4. 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)

5. Validity

All portions of this entitlement for which a final map has not been recorded shall expire three years from the date of approval unless prior to that date a time extension has been granted. (PLANNING)

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

_____
Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

West Oaks Apartments Tentative Parcel Map / DL2023-0001

Available at the Community Development Department, Planning Division

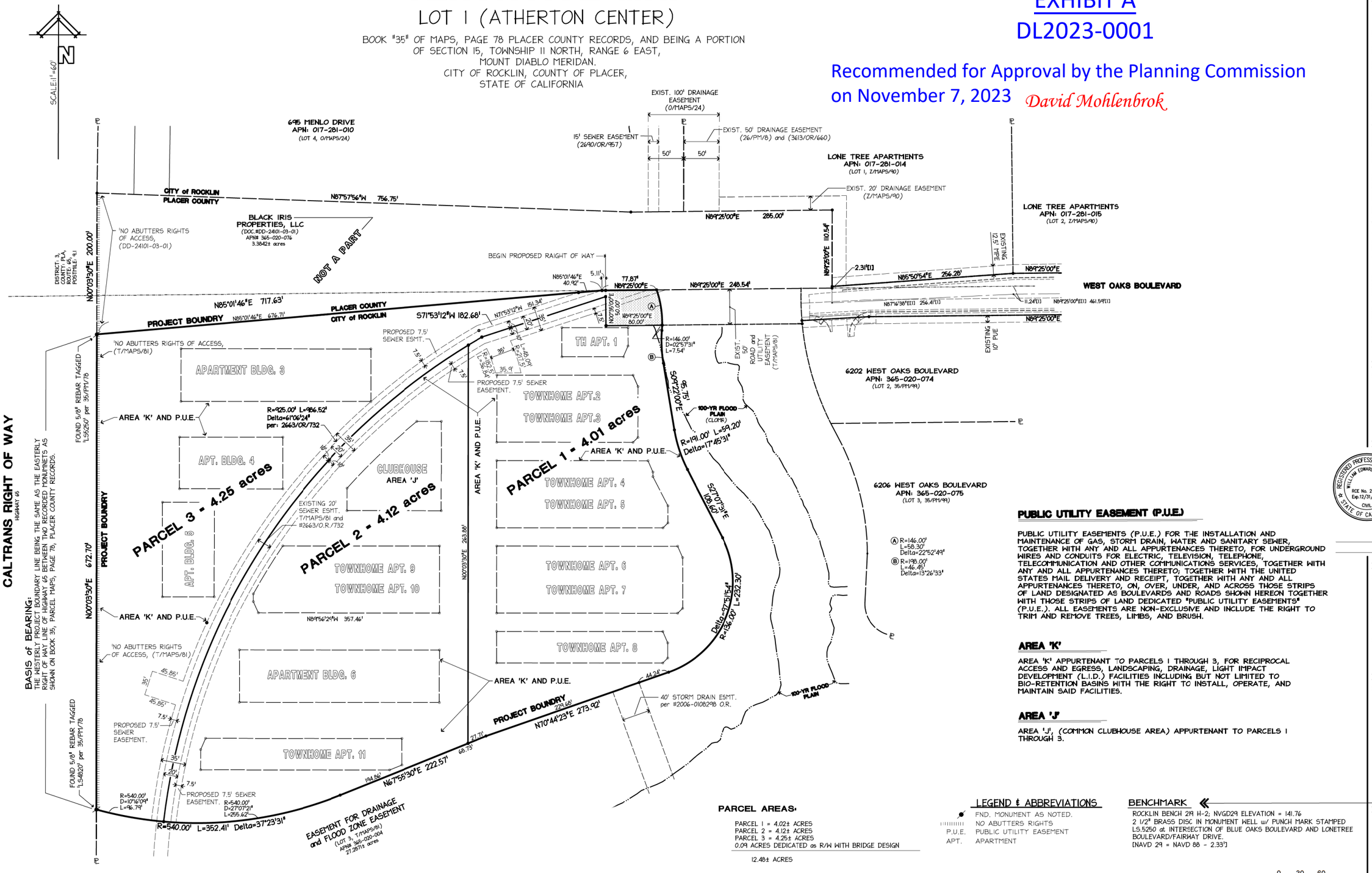
TENTATIVE MAP

LOT 1 (ATHERTON CENTER)

BOOK "35" OF MAPS, PAGE 78 PLACER COUNTY RECORDS, AND BEING A PORTION OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDAN. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

EXHIBIT A
DL2023-0001

Recommended for Approval by the Planning Commission on November 7, 2023 *David Mohlenbrok*



PUBLIC UTILITY EASEMENT (P.U.E.)

PUBLIC UTILITY EASEMENTS (P.U.E.) FOR THE INSTALLATION AND MAINTENANCE OF GAS, STORM DRAIN, WATER AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH THE UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS BOULEVARDS AND ROADS SHOWN HEREON TOGETHER WITH THOSE STRIPS OF LAND DEDICATED "PUBLIC UTILITY EASEMENTS" (P.U.E.). ALL EASEMENTS ARE NON-EXCLUSIVE AND INCLUDE THE RIGHT TO TRIM AND REMOVE TREES, LIMBS, AND BRUSH.

AREA 'K'

AREA 'K' APPURTENANT TO PARCELS 1 THROUGH 3, FOR RECIPROCAL ACCESS AND EGRESS, LANDSCAPING, DRAINAGE, LIGHT IMPACT DEVELOPMENT (L.I.D.) FACILITIES INCLUDING BUT NOT LIMITED TO BIO-RETENTION BASINS WITH THE RIGHT TO INSTALL, OPERATE, AND MAINTAIN SAID FACILITIES.

AREA 'J'

AREA 'J', (COMMON CLUBHOUSE AREA) APPURTENANT TO PARCELS 1 THROUGH 3.

PARCEL AREAS:

PARCEL 1 = 4.02± ACRES
PARCEL 2 = 4.12± ACRES
PARCEL 3 = 4.25± ACRES
0.09 ACRES DEDICATED as R/W WITH BRIDGE DESIGN

12.48± ACRES

LEGEND & ABBREVIATIONS

- FND. MONUMENT AS NOTED.
- NO ABUTTERS RIGHTS
- P.U.E. PUBLIC UTILITY EASEMENT
- APT. APARTMENT

BENCHMARK

ROCKLIN BENCH 2R H-2; NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED LS.5250 at INTERSECTION OF BLUE OAKS BOULEVARD AND LONETREE BOULEVARD/FAIRWAY DRIVE.
[NAVD 29 = NAVD 88 - 2.33']

0 30 60 Feet

REGISTERED PROFESSIONAL ENGINEER WILLIAM EDWARD MITCHELL RCE No. 23429 Exp.12/31/2023 CIVIL STATE OF CALIFORNIA

dwg. no. J-1445

SUNSET WEST - LOT 1 (ATHERTON CENTER) WEST OAKS BLVD.
TENTATIVE MAP
City of Rocklin, California

scale 1"= 60'
date OCT. 2023
designed BMJ
drawn BMJ
checked
approved
RCE 23429
datum

c1 of 2

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629 contact: BILL MITCHELL

RECORD DRAWING ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN WHEN THE PROJECT ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE BT THE OWNER, DEVELOPER, CONTRACTOR, OR THE CITY OF ROCKLIN. LAND DEVELOPMENT SERVICES, INC. WILLIAM E. MITCHELL - RCE 23429 _____ DATE _____

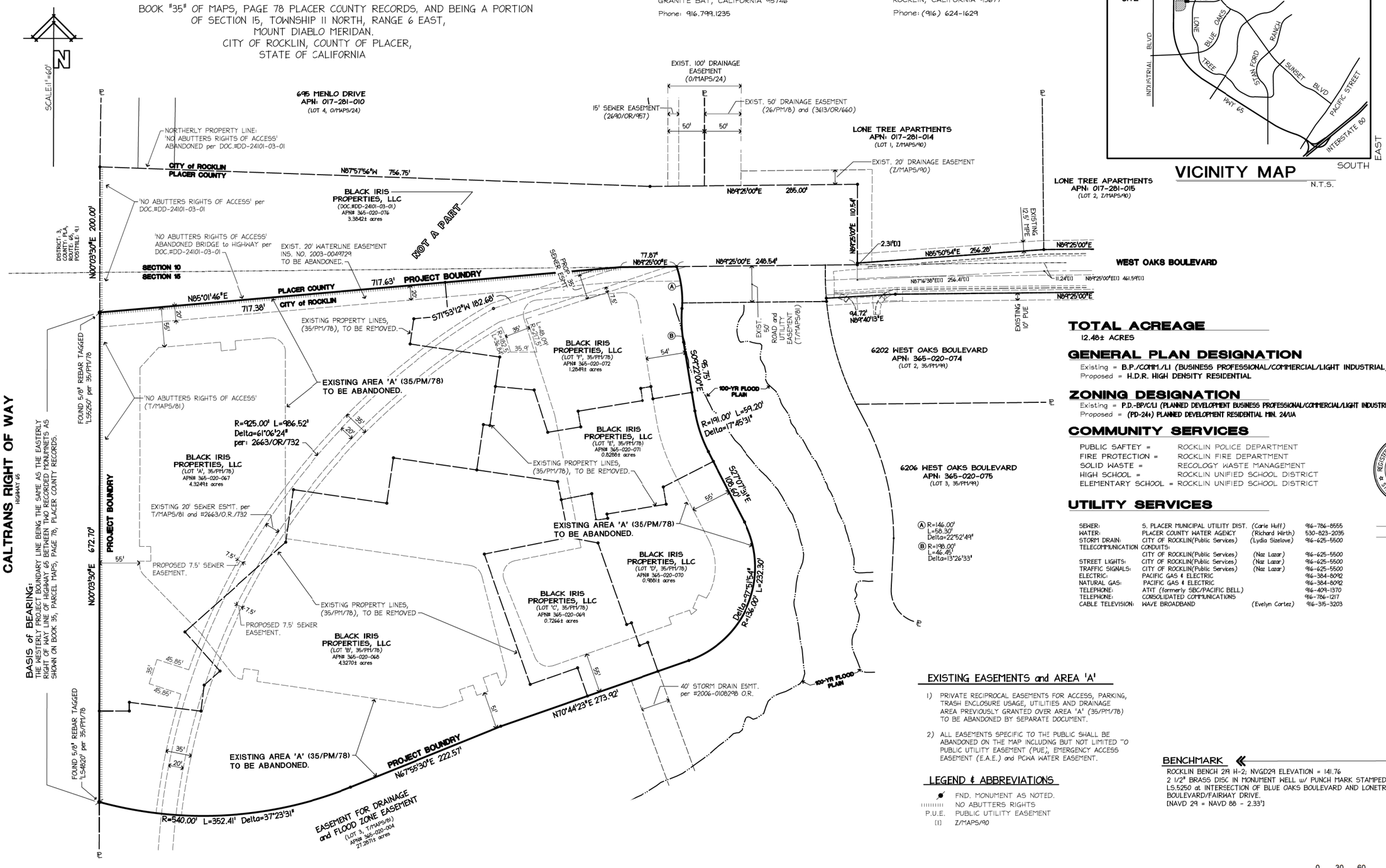
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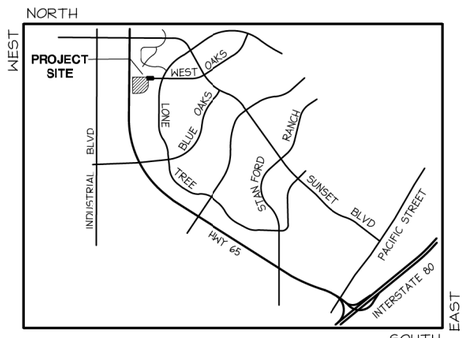
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TENTATIVE MAP

LOT 1 (ATHERTON CENTER)

BOOK "35" OF MAPS, PAGE 78 PLACER COUNTY RECORDS, AND BEING A PORTION OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDAN. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA





VICINITY MAP

N.T.S.

OWNER / DEVELOPER

BLACK IRIS PROPERTIES, LLC
contact: ZIYAD MANSOUR (zmansour1997@gmail.com)
4647 KING RANCH PLACE
GRANITE BAY, CALIFORNIA 95746
Phone: 916.799.1235

ENGINEER

LAND DEVELOPMENT SERVICES
contact: BILL MITCHELL (ldseng@pacbell.net)
4240 ROCKLIN ROAD #9
ROCKLIN, CALIFORNIA 95677
Phone: (916) 624-1629

TOTAL ACREAGE

12.48± ACRES

GENERAL PLAN DESIGNATION

Existing = B.P./COMM./LI (BUSINESS PROFESSIONAL/COMMERCIAL/LIGHT INDUSTRIAL).
Proposed = H.D.R. HIGH DENSITY RESIDENTIAL

ZONING DESIGNATION

Existing = P.D.-BP/C/LI (PLANNED DEVELOPMENT BUSINESS PROFESSIONAL/COMMERCIAL/LIGHT INDUSTRIAL).
Proposed = (PD-24+) PLANNED DEVELOPMENT RESIDENTIAL MIN. 24/UA

COMMUNITY SERVICES

PUBLIC SAFTEY =	ROCKLIN POLICE DEPARTMENT
FIRE PROTECTION =	ROCKLIN FIRE DEPARTMENT
SOLID WASTE =	RECOLOGY WASTE MANAGEMENT
HIGH SCHOOL =	ROCKLIN UNIFIED SCHOOL DISTRICT
ELEMENTARY SCHOOL =	ROCKLIN UNIFIED SCHOOL DISTRICT

UTILITY SERVICES

SEWER:	S. PLACER MUNICIPAL UTILITY DIST.	(Carie Huff)	916-786-8555
WATER:	PLACER COUNTY WATER AGENCY	(Richard Hirth)	530-823-2036
STORM DRAIN:	CITY OF ROCKLIN(Public Services)	(Lydia Sizelove)	916-625-5500
TELECOMMUNICATION CONDUITS:	CITY OF ROCKLIN(Public Services)	(Naz Lazar)	916-625-5500
STREET LIGHTS:	CITY OF ROCKLIN(Public Services)	(Naz Lazar)	916-625-5500
TRAFFIC SIGNALS:	CITY OF ROCKLIN(Public Services)	(Naz Lazar)	916-625-5500
ELECTRIC:	PACIFIC GAS & ELECTRIC		916-384-8092
NATURAL GAS:	PACIFIC GAS & ELECTRIC		916-384-8092
TELEPHONE:	AT&T (formerly SBC/PACIFIC BELL)		916-409-1370
TELEPHONE:	CONSOLIDATED COMMUNICATIONS		916-786-1217
CABLE TELEVISION:	WAVE BROADBAND	(Evelyn Cortez)	916-315-3203

EXISTING EASEMENTS and AREA 'A'

1) PRIVATE RECIPROCAL EASEMENTS FOR ACCESS, PARKING, TRASH ENCLOSURE USAGE, UTILITIES AND DRAINAGE AREA PREVIOUSLY GRANTED OVER AREA "A' (35/PM/78) TO BE ABANDONED BY SEPARATE DOCUMENT.

2) ALL EASEMENTS SPECIFIC TO THE PUBLIC SHALL BE ABANDONED ON THE MAP INCLUDING BUT NOT LIMITED TO PUBLIC UTILITY EASEMENT (PUE), EMERGENCY ACCESS EASEMENT (E.A.E.) and PCWA WATER EASEMENT.

LEGEND & ABBREVIATIONS

- ⌀ FND. MONUMENT AS NOTED.
- ,,,,,,,,, NO ABUTTERS RIGHTS
- P.U.E. PUBLIC UTILITY EASEMENT
- [1] Z/MAPS/90

BENCHMARK

ROCKLIN BENCH 2A H-2; NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED L5.5250 at INTERSECTION OF BLUE OAKS BOULEVARD AND LONETREE BOULEVARD/FAIRWAY DRIVE.
[NAVD 29 = NAVD 88 - 2.33']

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

0 30 60 Feet

RECORD DRAWING ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN WHEN THE PROJECT ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE BT THE OWNER, DEVELOPER, CONTRACTOR, OR THE CITY OF ROCKLIN. LAND DEVELOPMENT SERVICES, INC. WILLIAM E. MITCHELL - RCE 23429 _____ DATE _____

dwg. no. J-1445

SUNSET WEST - LOT 1 (ATHERTON CENTER) WEST OAKS BLVD.
TENTATIVE MAP
City of Rocklin, California

scale 1"= 60'
date OCT. 2023
designed BMJ
drawn BMJ
checked
approved
RCE 23429
datum

C2 of 2

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1095

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A DESIGN REVIEW

(West Oaks Apartments / DR2022-0010)

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 (DR2022-0010) approves the site design, landscaping, architectural designs, colors and materials for the West Oaks Apartments project; a 371-unit apartment community on approximately 15.9 acres. The site consists of six (6) parcels, Assessor Parcel Numbers (APNs) 365-020-067, -068, -069, -070, -071, and -072, as well as an approximately 3.4-acre portion of former Caltrans right-of-way located north and adjacent to the other parcels for which an annexation into the City of Rocklin is currently being processed.

B. A Mitigated Negative Declaration and a Mitigation Monitoring Program for this project has been approved via Planning Resolution No. PC-2023-_____.

C. The Planning Commission of the City of Rocklin recommended the project for approval on November 7, 2023 with a vote of 3-0 (two members absent).

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 adjacent multifamily complexes to the northeast and east. The architectural design of the site will have no impact to natural features within the area or traffic flow, beyond that which was identified in the Mitigated Negative Declaration.

E. The height, bulk, area, color scheme and materials of the buildings and structures are compatible with surrounding development. Pursuant to the Sunset West General Development Plan, the PD-24+ zoning district allows for a maximum building height of 50 feet. However, the zoning district states that all development standards (including height) may be modified subject to justifications provided and accepted as part of a Design Review approval. The project proposes a maximum height of 59 feet due to two stairwells and elevator "lobbies" required by Building and Fire Code, which is consistent with the allowances for the district. The parapet of the building is at 48 feet tall. 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 position of some of the buildings in a north-south orientation maximizes passive solar access and natural lighting. 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 requirements set forth in Section 17.66.020 of the Rocklin Municipal Code (RMC) which requires the project to provide for a total of 757 parking spaces, with 776 spaces being proposed. Ingress/egress patterns from a bridge from West Oaks Boulevard directly to the east has been analyzed by the City's Engineering staff and have been determined to be consistent with City standards.

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 High Density Residential (HDR) land use designation, the PD-24+ zoning within the Sunset West 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.

Section 2. The Design Review for the West Oaks Apartments (DR2022-0010) as depicted in Exhibit A attached hereto and by this reference incorporated herein, is hereby approved 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. 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)

e. Prior to issuance of the first Building Permit, the project shall be included in the appropriate City financing districts, as needed, to most efficiently provide for public maintenance of public landscaping, and improvements such as sound walls, and provision of new or enhanced services such as street lighting to the satisfaction of the City Finance Officer (FINANCE, ENGINEERING, PUBLIC SERVICES)

It is anticipated that the following will be necessary:

i. APNs 365-020-067, -068, -069, -070, -071, and -072 shall be annexed into CFD #1.
ii. Upon annexation into the City of Rocklin, the currently unincorporated portion of the project shall annex into CFDs #1, #5, and #6.

2. 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)

3. Fire

a. Construction of the vehicular bridge which connects West Oaks Boulevard to the project site is required to be completed prior to storage of any combustible materials on the project site.

b. The emergency vehicle access (EVA) easement shall be recorded and the EVA roadway to Menlo Drive shall be completed prior to issuance of building permits.

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.

d. The two points of connection to the public water system in West Oaks Boulevard and Menlo Drive must be completed prior to the commencement of vertical combustible construction on the project site.

e. Fire Department access into existing and proposed Open Space areas shall be provided to the satisfaction of the Fire Chief.

f. 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.

g. Buildings which exceed 30 feet at the floor level of the highest story measured from the lowest level of fire department vehicle access shall have NFPA 13-compliant fire sprinkler systems and standpipes installed.

h. 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.

i. 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.

j. 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.

k. Prior to final occupancy, the applicant shall provide a third-party assessment, by an approved provider, of the radio coverage for emergency responders, and if necessary, be subject to the current California Fire Code section for "Emergency Responder Radio Coverage" and the Rocklin Fire Department "Emergency Responder Radio Coverage Systems" guidelines.

4. Improvements / Improvement Plans

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 Services 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 SERVICES, 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 SERVICES)

b. Prior to issuance of improvement plans, unless waived by the City Engineer and Environmental Services Manager, 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 SERVICES)

   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 Services 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. Site design measures for detaining run off at pre-development levels, including location and specifications of oversized pipes, on-site or off-site detention basins, if any, or other acceptable methods.

e. Drainage management areas including drainage features, such as lined drainage swales.

f. The developer shall prepare a Storm Water Pollutant Protection Plan ("SWPPP") for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.

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 including but not limited to City access to the open space parcel to the south of the project site. (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 on-site special improvements:

i. Decorative tubular metal style fencing shall be installed on the south and easterly boundaries of the project site adjacent to the open space parcels. Said fencing shall be black or dark bronze and constructed of medium gauge, or better, steel or aluminum.

ii. Permanent landscape barriers shall be installed along the boundary between the project site and the adjacent open space parcels (APN# 365-020-004 and on the annexation area) to provide a clear visual edge for maintenance purposes and a physical barrier to retard the spread of plants between the groomed landscaping and the adjacent open space vegetation. Said barrier could consist of a concrete mow strip, concrete curbing, or other durable method / material to the satisfaction of the Community Development Director.

iii. A post and cable fence shall be installed along the norther and easterly boundaries of the project site, east of the un-named tributary of Pleasant Grove Creek. Said fencing shall be constructed of a single steel cable strung between steel posts approximately 3'-6" high spaced approximately 6' on center and set in concrete.

e. The following off-site improvements:

i. Prior to issuance of building permits, the applicant shall install a 20-foot-wide Emergency Vehicle Access (EVA) on the northwestern portion of the site, which connects to the office complex to the north (APN 017-281-010) to the satisfaction of the Rocklin Fire Department and the City Engineer. The EVA shall include an electric gate to prevent access during non-emergency situations. If this portion of property has not yet been annexed into the City, the project shall work with Placer County to obtain all required permits. (PLANNING, FIRE, ENGINEERING)

ii. 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.

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 conditions shall be included in the project notes on the improvement plans, to the satisfaction of the City Engineer:

i. The applicant/developer shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February 1 through September 15).

If tree and vegetation removal and/or project grading or construction activities would occur during the nesting season for raptors and migratory birds (February-September 15), the developer and/or contractor shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 14 days prior to initiation of tree and vegetation removal activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of tree and vegetation removal activities, documentation of the survey shall be provided to the City of Rocklin Engineering Department and if the survey results are negative, no further mitigation is required and necessary tree and vegetation removal may proceed. If there is a break in construction activities of more than 14 days, then subsequent surveys shall be conducted.

If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot buffers). Monitoring of the nest by a qualified biologist may be required if the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September 16 – January 31), a survey is not required and no further studies are necessary.

This mitigation measure shall be implemented prior to any grading or ground/vegetation-disturbing activities.

MM IV.-1 (PLANNING, ENGINEERING)

ii. If an active Swainson's hawk nest tree is located within 1,000 feet of the project site, prior to the start of grading or construction 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 mitigation bank credits, 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.

This mitigation measure shall be implemented prior to any grading or ground/vegetation-disturbing activities.

MM IV.-2 (PLANNING, ENGINEERING)

iii. Prior to any grading activities, the applicant/developer shall hire a qualified biologist to conduct a pre-construction take avoidance survey between 14 and 30 days prior to the commencement of construction, in accordance with the 2012 California Department of Fish and Wildlife Staff Report on Burrowing Owl Mitigation (2012 Staff Report) (CDFW 2012). The survey area shall include an approximately 500-foot buffer area around the footprint of work activities, where access is permitted. If the surveys are negative, then and a letter report documenting the results of the survey should be provided to the CDFW, City of Rocklin Environmental Coordinator and the project proponent for their records, and no additional measures are required. If construction does not commence within 14 days of the pre-construction survey, or halts for more than 14 days, a new survey shall be required.

If burrows are observed within 500 feet of the footprint of work activities, an impact assessment shall be prepared and submitted to the CDFW, in accordance with the 2012 Staff Report. If it is determined that project activities may result in impacts to nesting, occupied, and satellite

burrows and/or burrowing owl habitat, the biologist shall consult with CDFW and develop a detailed mitigation plan such that the habitat acreage, number of burrows, and burrowing owls impacted are replaced. The mitigation plan shall be implemented prior to any grading activities and/or prior to the issuance of Improvement Plans.

This mitigation measure shall be implemented prior to any grading or ground/vegetation-disturbing activities.

MM IV.-3 (PLANNING, ENGINEERING)

i. The following cultural resource condition shall be included in the project notes on the improvement plans, to the satisfaction of the City Engineer:

i. 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 Coordinator 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.

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 Coordinator 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).

This mitigation measure shall be implemented prior to any grading or ground/vegetation-disturbing activities.

MM V.-1 (PLANNING, ENGINEERING)

j. 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 SERVICES, 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 SERVICES, PLACER COUNTY ENVIRONMENTAL HEALTH)

5. <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 SERVICES)

6. 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)

7. 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)

8. 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)

9. 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)

10. 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)

11. 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 SERVICES)

a. All gate codes shall be provided to the Rocklin Police and Fire Departments. (FIRE, POLICE, PUBLIC SERVICES)

12. 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)

13. 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)

14. 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)

15. 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)

16. 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. 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)

d. The developer shall provide a Noise Coordinator and adhere to the following: (ENGINEERING, BUILDING)

A) As a function of on-site project management, an on-site Noise Coordinator shall be employed by the developer, and their name and telephone number along with instructions on how to file a noise complaint shall be posted conspicuously around the project site, and at all vehicle entrances to public streets, during all project construction phases. The posted signage shall include the construction hours allowed by City policy and shall be sized large enough to include 3-inch-tall lettering.

B) The Noise Coordinator's duties shall include fielding and documenting noise complaints, determining the source of the complaint (e.g., piece of construction equipment), determining whether noise levels at the project boundary are within acceptable limits consistent with the General Plan hourly noise standards and with this condition (see 14.c. above), and reporting complaints to the City with documented noise levels at the time of complaint via email.

C) The Noise Coordinator shall work, to the extent feasible, with the surrounding residents and project contractors to schedule activities to minimize disturbance of residents during the daytime hours. Prior to commencement of any night time work required by the City or utility companies, approval from the Community Dev Director is required. The request for approval shall be submitted not less than 72 hours in advance of the work commencing and the Noise Coordinator shall provide documentation of notification to the neighboring property owners.

17. Air Quality

a. Electrical receptacles shall be installed in the exterior walls of the building(s) in this project to promote the use of electrical landscaping equipment. (BULDING, PLANNING)

b. Low nitrous oxide (NO_x) natural gas hot water heaters shall be installed if gas hot water heaters are to be used in this project. (BUILDING, PLANNING)

18. 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 99 shall be installed with Phase 1).

The Community Development Director may condition the phasing to ensure each phase shall function independently. (ENGINEERING, BUILDING, PLANNING)

19. 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.

20. Special Conditions

a. No building permits or improvement plans shall be issued for the project until the annexation of the former Caltrans right-of-way into the City of Rocklin has been completed, and the General Plan land use designations and Zoning of that area to match that applicable to the remainder of the project area have been established to the satisfaction of the Community Development Director and City Engineer. (PLANNING, ENGINEERING)

b. The associated Final Map (DL2023-0001) shall be recorded prior to the issuance of any building permits. (PLANNING, ENGINEERING)

c. The project shall comply with the following requirements on the upper floors (2nd and above) of all west facing façades of Buildings 12, 13, 14, 15, and 16.

i. Building facades shall include use of stucco with exterior sheathing and a resilient channel for hanging interior gypsum board. An alternative to RC channel is use of a staggered stud exterior wall;
ii. Interior gypsum wallboards and gypsum ceiling shall be 5/8";
iii. Mechanical ventilation penetrations for exhaust fans should not face toward Highway 65. Where feasible, these vents should be routed towards the opposite side of the building to minimize sound intrusion to sensitive areas of the buildings. Where vents must face toward Highway 65, it is recommended that the duct work be increased in length and make as many "S" turns as feasible prior to exiting the dwelling. This separates the openings between the noise source and the living space with a long circuitous route. Each time the sound turns a corner, it is reduced slightly. Flexible duct work is preferred ducting for this noise mitigation. Where the vent exits the building, a spring-loaded flap with a gasket should be installed to reduce sound entering the duct work when the vent is not in use;
iv. Mechanical ventilation shall be provided to allow occupants to keep doors and windows closed for acoustic isolation;
v. No Packaged Terminal Air Conditioners (PTAC's) shall be used;
vi. In lieu of these measures, an interior noise control report may be prepared by a qualified acoustic engineer demonstrating that the proposed building construction would achieve the interior noise reduction requirement of up to 30 dBA.

MM XIII.-1

d. In addition to the interior control measures listed above, each specific group requires the following additional upgrades on the upper floors (2nd and above) of all west facing facades of the specified buildings:

i. Group 1 (Buildings 15 and 16):
    1. Bedroom: STC 33 glazing and carpet on pad, or STC 37 glazing and hard flooring
    2. Living Room: STC 29 Glazing and carpet on pad, or STC 32 glazing and hard flooring

ii. Group 2 (Buildings 13 and 14):

    1. Bedroom: STC 34 glazing and carpet on pad, or STC 38 glazing and hard flooring
    2. Living Room: STC 30 Glazing and carpet on pad, or STC 33 glazing and hard flooring

iii. Group 3 Building 12:

1. Bedroom: STC 32 glazing and carpet on pad, or STC 34 glazing and hard flooring
2. Living Room: STC 29 glazing and carpet on pad, or STC 31 glazing and hard flooring

MM XIII.-2

e. A minimum of seven days prior to beginning earthwork, clearing and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork start-date. The lead agency shall contact the United Auburn Indian Community (UAIC) with the proposed earthwork start-date and a UAIC Tribal Representative or Tribal Monitor shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity, or as appropriate for the type and size of project. During this inspection, a UAIC Tribal Representative or Tribal Monitor may provide an on-site meeting for construction personnel information on Tribal Climate Resilience (TCRs) and workers awareness brochure.

If any TCRs are encountered during this initial inspection, or during any subsequent construction activities, work shall be suspended within 100 feet of the find and the measures included in the Inadvertent/Unanticipated Discoveries Mitigation Measure (XVIII.-2) shall be implemented. Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign.

The contractor shall implement any measures deemed by CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize significant effects to the resources, including the use of a paid Native American Monitor during ground disturbing activities.

MM XVIII.-1

f. If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary.

When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA and UAIC protocols, and every effort shall be

made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by UAIC or by the California Native American Tribe that is traditionally and culturally affiliated with the project area.

The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.

Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied.

MM XVIII.-2

g. Consistent with recommendations of the Traffic Study (Kimley Horn; June 9, 2023), prior to the issuance of improvement plans, the project shall work with the City to optimize signal timing at the intersection of Lonetree Boulevard and West Oaks Boulevard, by allocating more time to the eastbound left and westbound left phases, to the satisfaction of the City Engineer. (ENGINEERING, PLANNING

h. Prior to issuance of improvement plans or building permits, the approved bridge connecting the site to West Oaks Boulevard shall be constructed, to the satisfaction of the City Engineer. (PLANNING, ENGINEERING)

23. 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)

24. 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)

25. Validity

a. This entitlement shall not be considered valid and approved unless and until the concurrent Tentative Parcel Map (DL2023-0001) has 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 12th day of December, 2023, by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

_____
Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

West Oaks Apartments (DR2022-0010)

WEST OAKS APTS

EXHIBIT A
DR2022-0010

Recommended for Approval by the Planning Commission on November 7, 2023 *David Mohlenbrok*

6301 - 6351 WEST OAKS BLVD, ROCKLIN CA



ENTITLEMENT RE-SUBMITTAL
08/03/2023

08/03/2023

DESIGN TEAM

OWNER/DEVELOPER
BLACK IRIS PROPERTIES
4757 KING RANCH PLACE
GRANITE BAY, CA 95747
916-793-7777

SERVICE PROVIDERS
POWER & GAS: PG&E
TELEPHONE: PACIFIC BELL
WATER: PLACER COUNTY WATER AGENCY
SEWAR: SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STORM DRAIN: CITY OF ROCKLIN
SOLID WASTE: RECOLOGY

ARCHITECT
HRGA
2277 FAIR OAKS BLVD. #220
SACRAMENTO, CA 95825
916-993-4800

TOTAL BUILDING AREA
552,033 SF

CIVIL
LAND DEVELOPMENT SERVICES
4240 ROCKLIN ROAD
ROCKLIN, CA 95677
916-624-1629

LANDSCAPE
YAMASAKI
1223 HIGH STREET
AUBURN, CA 95603
530-885-0040

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PERSPECTIVE VIEW OF THE CLUB HOUSE

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PERSPECTIVE OF FOUR STORY BUILDING

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PERSPECTIVE FROM HIGHWAY 65

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ENTRY PERSPECTIVE FROM THE BRIDGE

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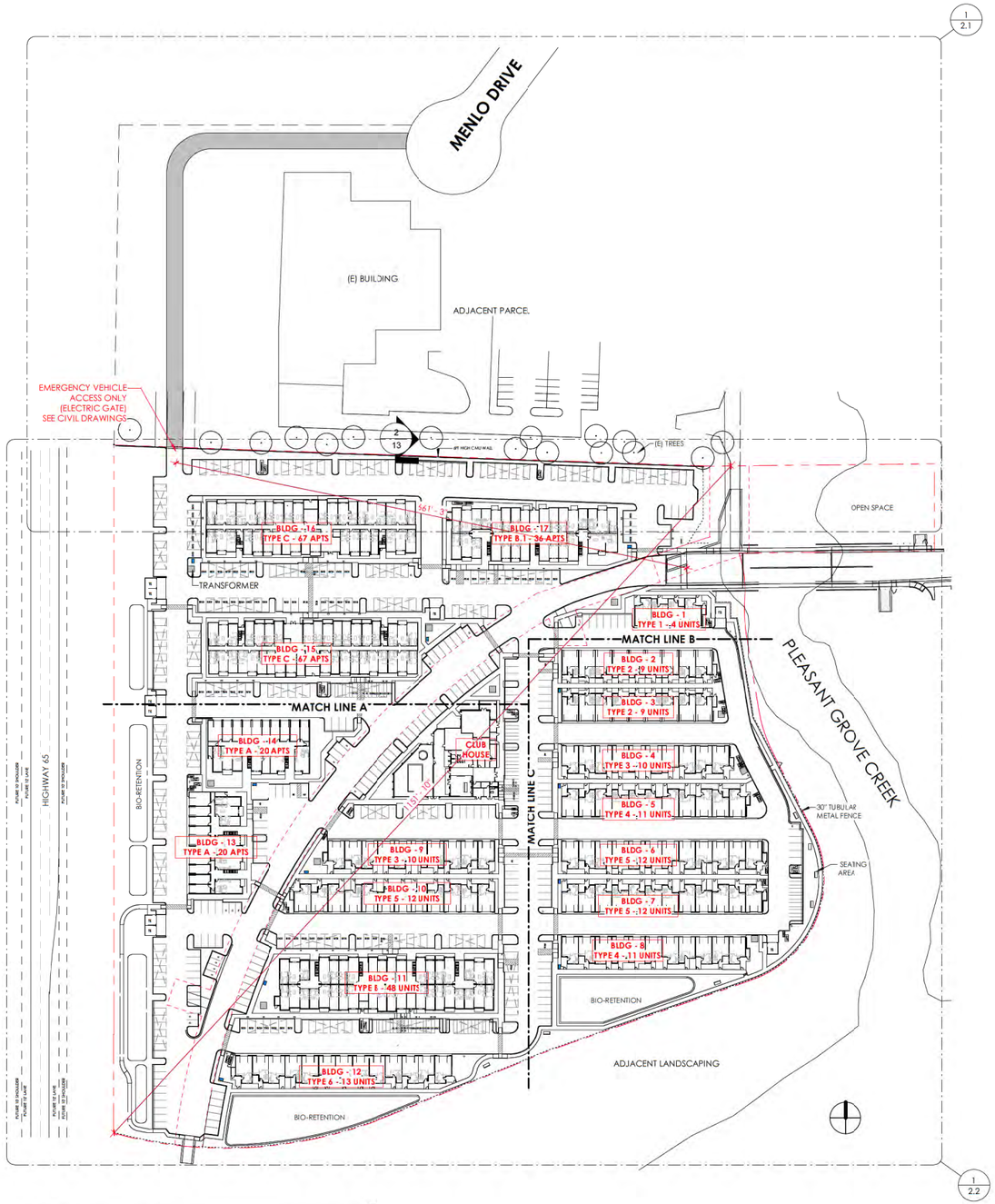
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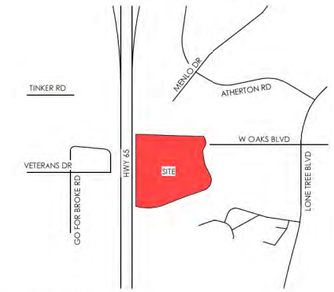
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SITE PLAN - OVERALL 1" = 80'-0" 1



VICINITY MAP

PROJECT NAME:	WEST OAKS APARTMENT
PROJECT LOCATION:	6301 - 6351 WEST OAKS BLVD, ROCKLIN
ASSESSORS PARCEL #:	365-020-067, 068, 065, 070, 071, 072, (CALTRANS PARCEL)
LOT SIZE:	+/- 15.87ACRES
ZONING:	(PD-24+) PLANNED DEVELOPMENT RESIDENTIAL MIN. 24 U/A
GENERAL PLAN:	(HDR) HIGH DENSITY RESIDENTIAL
DISTRICT:	UNIVERSITY ARCHITECTURAL DISTRICT
OCCUPANCY / USE:	RESIDENTIAL
CONSTRUCTION TYPE:	V-A
FAR:	MIN. 24 UNITS PER ACRE
PARKING REQUIREMENT:	1.5 SPACE PER 1 BEDROOM UNIT 2 SPACES PER 2 BEDROOM + UNITS PLUS 25% VISITOR PARKING SPACE AT LEAST 1 PARKING SPACE PER UNIT SHALL BE COVERED
PARKING DIMENSIONS:	90 DEGREE STANDARD Space Width: 9FT Space Depth: 19FT 90 DEGREE COMPACT* Space Width: 8FT Space Depth: 16FT Two-Way Maneuvering Width: 26 FT *Compact car spaces. Up to 20 %.
BIKE PARKING:	RESIDENTIAL: LONG TERM: TBD SHORT TERM: TBD RETAIL/RESTAURANT: LONG TERM: TBD SHORT TERM: TBD

DEVELOPMENT STANDARDS	REQUIREMENT	PROVIDED
FRONT SETBACK (EAST/BRIDGE)	20 FT	42 FT
SIDE INTERIOR SETBACK (NORTH & SOUTH)	10 FT	NORTH 57 FT SOUTH - 10FT
SIDE STREET SETBACK	15 FT	DOES NOT APPLY
REAR SETBACK	15 FT	DOES NOT APPLY SINCE THE REAR IS THE HIGHWAY
SPECIFIED STREET SETBACK (HIGHWAY)	50 FT	50 FT
MAX LOT COVERAGE	60 %	170,661/691,297 = 25 %
MAX BUILDING HEIGHT	50 FT	50 FT

ZONING INFORMATION

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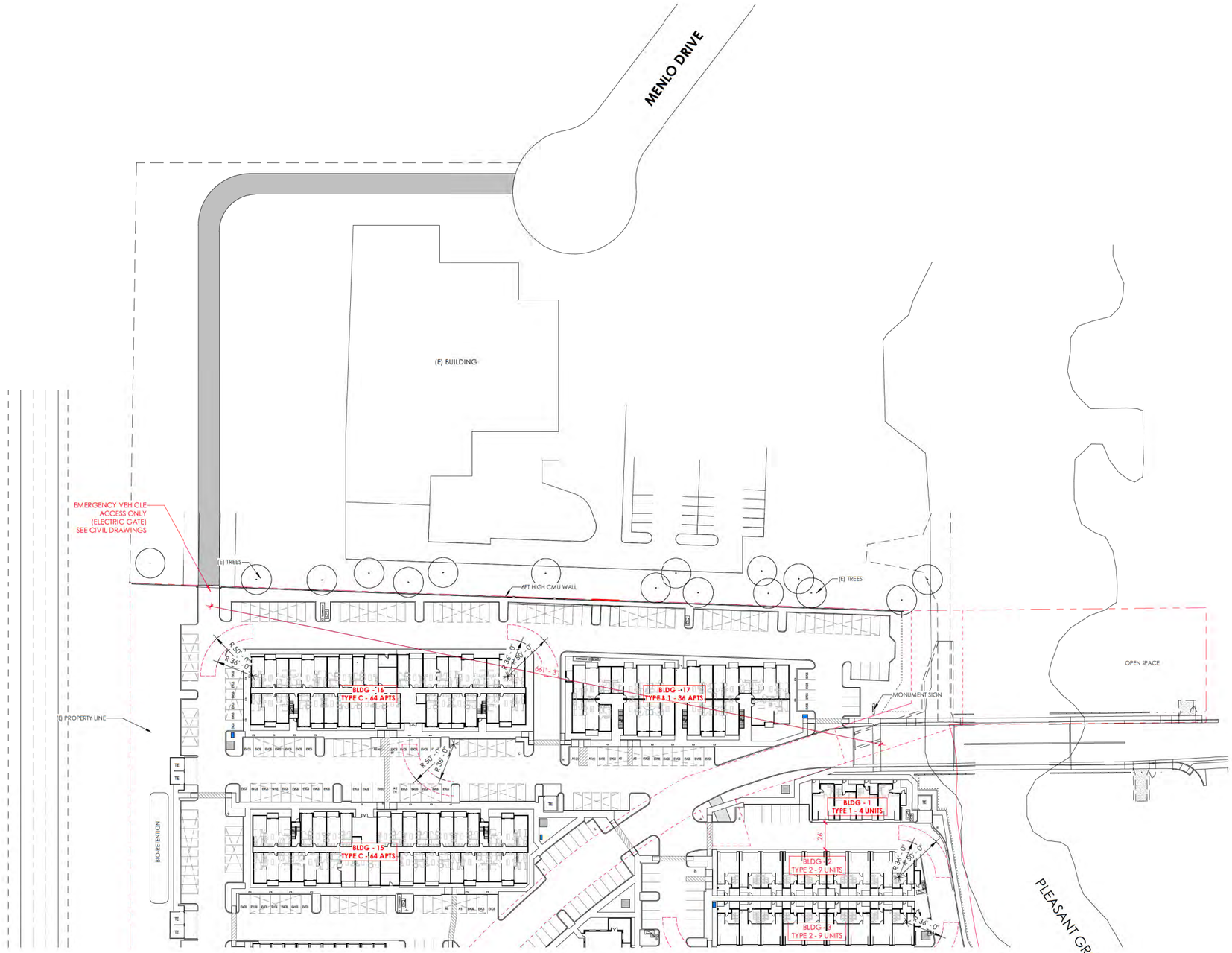
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WEST ACCESS EXHIBIT 1" = 50'-0" 1

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SITE PLAN 1" = 50'-0" 1

08/03/2023

PARKING SUMMARY (PER ZONING):

UNIT TYPE	TOTAL UNITS	RATIO (PER UNIT)	REQUIRED	PROVIDED	
				GARAGE	SURFACE
STUDIO	18	1.5	27		
ONE BED	139	1.5	208.5	10	431
TWO BED	101	2	202	10	
CARRIAGE - TWO BED	59	2	118	118	
CARRIAGE - THREE BED	54	2	108	108	
SUBTOTAL	371		**663.5**	246	431
GUEST		0.25	**92.75**		93
SUBTOTAL				**246**	**524**
GRAND TOTAL	**371**		**756.25**	**770**	

EV PARKING REQUIREMENTS:

TYPE	PERCENTAGE	REQUIRED	PROVIDED		
			GARAGE	SURFACE	
EV CAPABLE	10% OF TOTAL SPACES	77.6	-	78 (76 STANDARD, 2 ACCESSIBLE)	CONDUIT ONLY
EV READY	25% OF TOTAL SPACES	194	226		OUTLET
EV CHARGERS (EVCS)	5% OF TOTAL SPACES	38.8	-	39 (37 STANDARD, 2 ACCESSIBLE)	

TOTAL SPACES: **776 STALLS**
CHAPTER - 4.106.4.2.2
ALL CARRIAGE UNIT GARAGE SHALL HAVE ONE EV READY OUTLET
3 STORY WALKUP GARAGE DOESN'T HAVE EV READY OUTLET

SURFACE PARKING SUMMARY:

STALL TYPE	PROVIDED	PERCENTAGE
STANDARD	412	79%
COMPACT	22	4%
ACC.	10	2%
VAN ACC.	2	0.5%
EV STANDARD	76	14%
EV ACC.	2	0.5%
TOTAL SURFACE PARKING	524	100%

UNIT SUMMARY:

UNIT TYPE	TOTAL UNITS	PERCENT
STUDIO	18	5%
ONE BED	139	37%
TWO BED	160	43%
THREE BED	54	15%
TOTAL	**371**	**100 %**

DENSITY: 371 UNITS/15.15 ACRES = 24.49 U/A

COVERED PARKING ZONING REQUIREMENT:

AT LEAST 1 SPACE PER UNIT SHALL BE COVERED

TOTAL UNITS	REQUIRED	PROVIDED	
		GARAGE	CARPORT
371	371 COVERED SPACES	133	238

ACCESSIBLE PARKING:

CBC SECTION 1109A.4 ASSIGNED ACCESSIBLE PARKING SPACES. WHEN ASSIGNED PARKING SPACES ARE PROVIDED FOR A RESIDENT OR A GROUP OF RESIDENTS, AT LEAST 2 PERCENT SHALL BE ACCESSIBLE IN EACH TYPE OF PARKING FACILITY.

EXCEPTION: A PRIVATE GARAGE ATTACHED TO AND DIRECTLY SERVING A SINGLE COVERED MULTI-FAMILY DWELLING UNIT PROVIDING AT LEAST ONE OF THE FOLLOWING:
1. A DOOR LEADING DIRECTLY FROM THE COVERED DWELLING UNIT, WHICH IMMEDIATELY ENTERS THE GARAGE.

TYPE	PERCENTAGE	REQUIRED
SURFACE PARKING	2% OF TOTAL SPACES	11
GARAGE	2% OF TOTAL SPACES	1

PARKING SUMMARY

TYPE 1 SUMMARY: (1) IN PROJECT

UNIT TYPE	UNITS	PERCENTAGE	GROSS AREA (SF)
2 BD	2	50%	
3 BD	2	50%	
TOTAL	**4**		**8,490**

TYPE 2 SUMMARY: (2) IN PROJECT

UNIT TYPE	UNITS	PERCENTAGE	GROSS AREA (SF)
2 BD	5	55%	
3 BD	4	45%	
TOTAL	**9**		**19,725**

TYPE 3 SUMMARY: (2) IN PROJECT

UNIT TYPE	UNITS	PERCENTAGE	GROSS AREA (SF)
2 BD	5	50%	
3 BD	5	50%	
TOTAL	**10**		**21,917**

TYPE 4 SUMMARY: (2) IN PROJECT

UNIT TYPE	UNITS	PERCENTAGE	GROSS AREA (SF)
2 BD	6	55%	
3 BD	5	45%	
TOTAL	**11**		**24,071**

TYPE 5 SUMMARY: (3) IN PROJECT

UNIT TYPE	UNITS	PERCENTAGE	GROSS AREA (SF)
2 BD	6	50%	
3 BD	6	50%	
TOTAL	**12**		**26,263**

TYPE 6 SUMMARY: (1) IN PROJECT

UNIT TYPE	UNITS	PERCENTAGE	GROSS AREA (SF)
2 BD	7	55%	
3 BD	6	55%	
TOTAL	**13**		**28,417**

TYPE A SUMMARY: (2) IN PROJECT

LEVEL	GROSS AREA (SF)	UNIT TYPE			TOTAL UNITS
		STUDIO	1 BD	2 BD	
LEVEL 1	8,751.68	2	1	1	4
LEVEL 2	8,558.44	2	3	3	8
LEVEL 3	8,558.44	2	3	3	8
TOTAL	**25,868.56**	**6**	**7**	**7**	**20**
PERCENT		30%	35%	35%	

TYPE B SUMMARY: (1) IN PROJECT

LEVEL	GROSS AREA (SF)	UNIT TYPE		TOTAL UNITS
		1 BD	2 BD	
LEVEL 1	18,868.9	10	6	16
LEVEL 2	18,575.2	8	8	16
LEVEL 3	18,575.2	8	8	16
TOTAL	**56,019.3**	**26**	**22**	**48**
PERCENT		54%	46%	

TYPE B.1 SUMMARY: (1) IN PROJECT

LEVEL	GROSS AREA (SF)	UNIT TYPE		TOTAL UNITS
		1 BD	2 BD	
LEVEL 1	13,955.8	7	5	12
LEVEL 2	13,888.2	6	6	12
LEVEL 3	13,888.2	6	6	12
TOTAL	**41,732.2**	**19**	**17**	**36**
PERCENT		53%	47%	

TYPE C SUMMARY: (2) IN PROJECT

LEVEL	GROSS AREA (SF)	UNIT TYPE			TOTAL UNITS
		STUDIO	1 BD	2 BD	
LEVEL 1	18,277.3	-	10	6	16
LEVEL 2	18,277.3	1	10	6	17
LEVEL 3	18,277.3	1	10	6	17
LEVEL 4	18,277.3	1	10	6	17
TOTAL	**72,909.3**	**3**	**40**	**24**	**67**
PERCENT		4%	60%	36%	

RESIDENTIAL PROGRAM DATA

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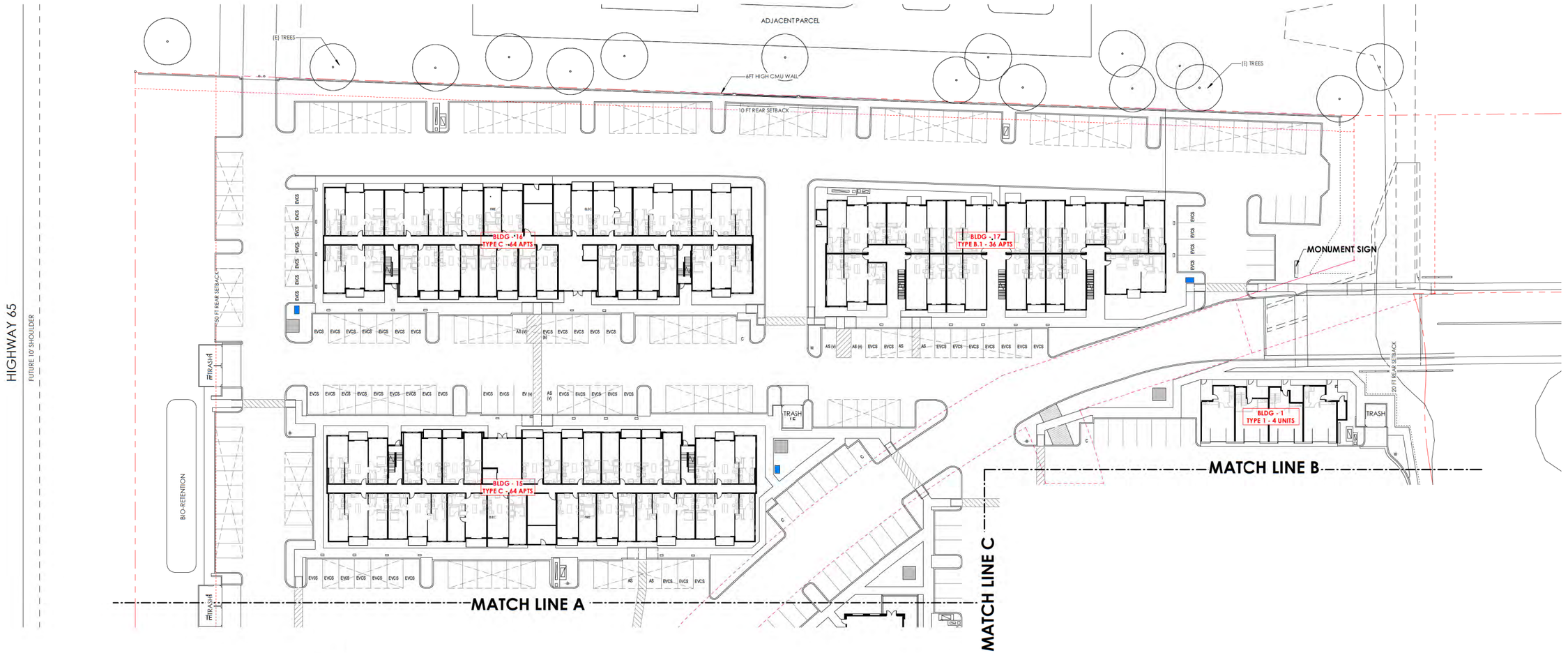
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1129

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SITE PLAN - MATCH LINE 1" = 30'-0" 1

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SITE PLAN - MATCH LINE 1" = 30'-0" 1

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SITE PLAN - MATCH LINE 1" = 30'-0" 1

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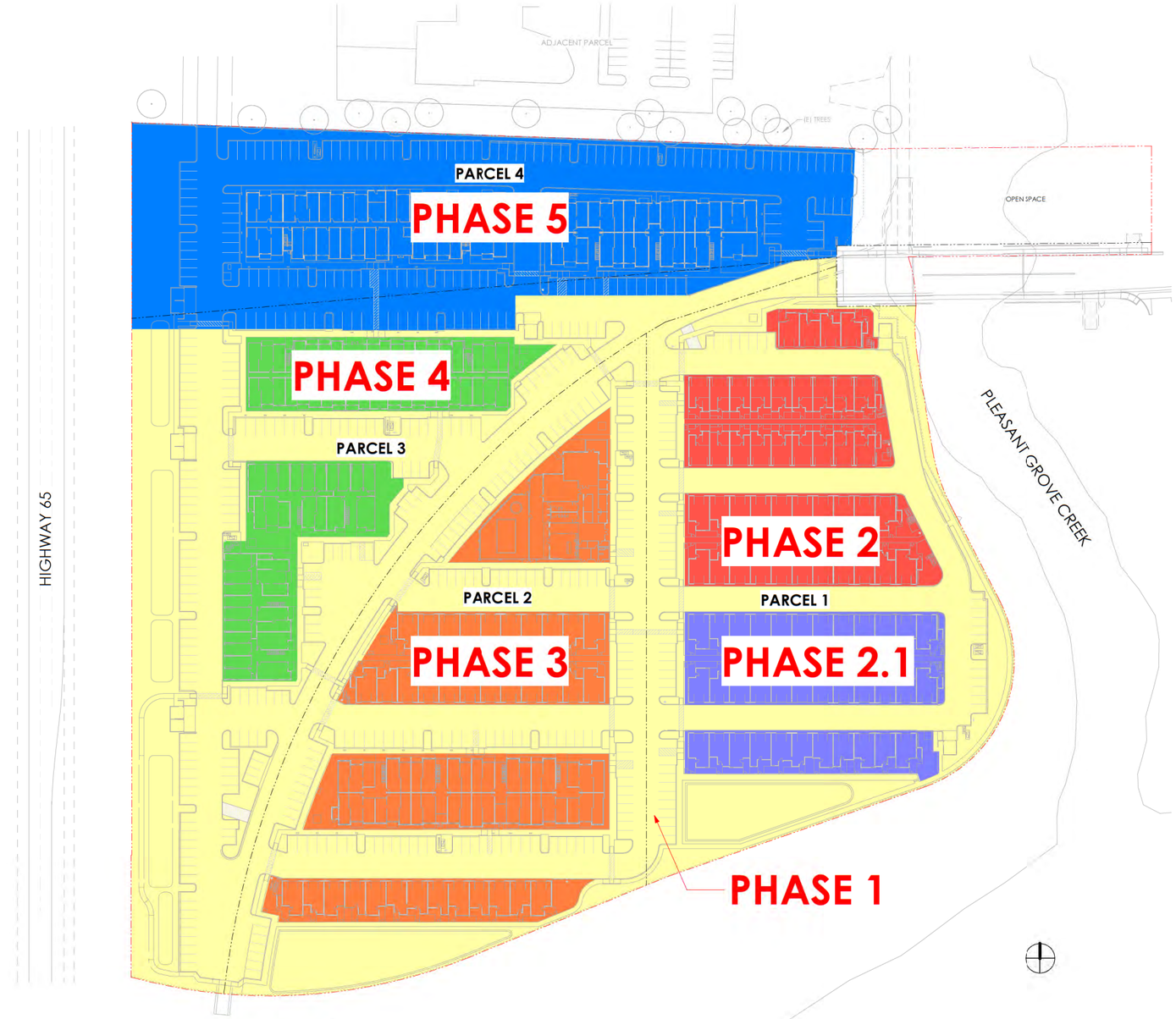
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SITE PLAN - PHASING PLAN 1" = 60'-0" 1

PHASE 1 - SITE
PHASE 2
PHASE 2.1
PHASE 3
PHASE 4
PHASE 5

PHASING LEGEND

PHASE	2	2.1	3	4	5	TOTAL
NUMBER OF UNITS	4	12	CLUBHOUSE	67	67	
	9	12	10	20	36	
	9	11	12	20		
	10		48			
	11		13			
TOTAL UNITS	**43**	**35**	**83**	**107**	**103**	**371**
NO. OF BLDGS	5	3	5	3	2	**18**

PHASING SCHEDULE

05/30/2023

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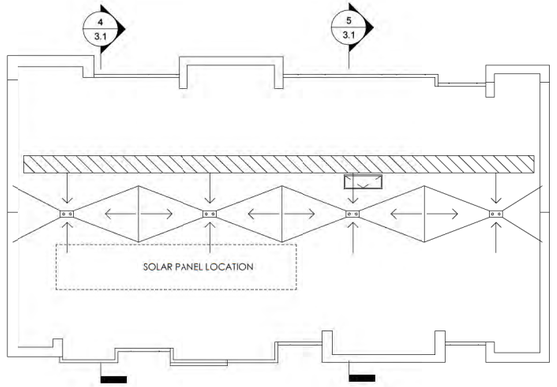
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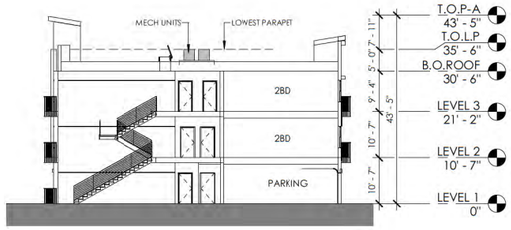
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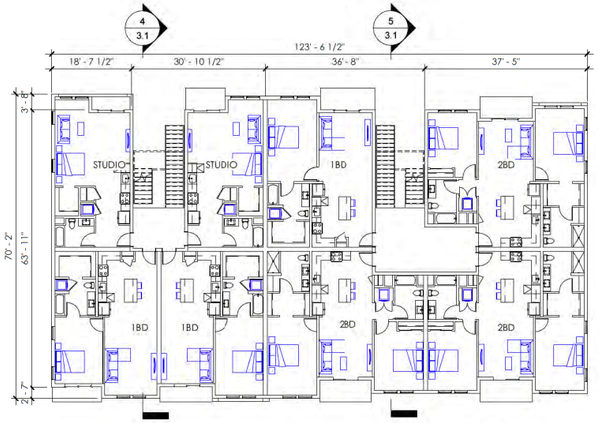
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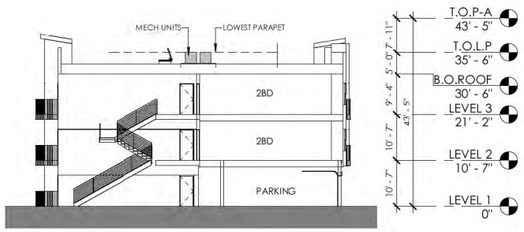
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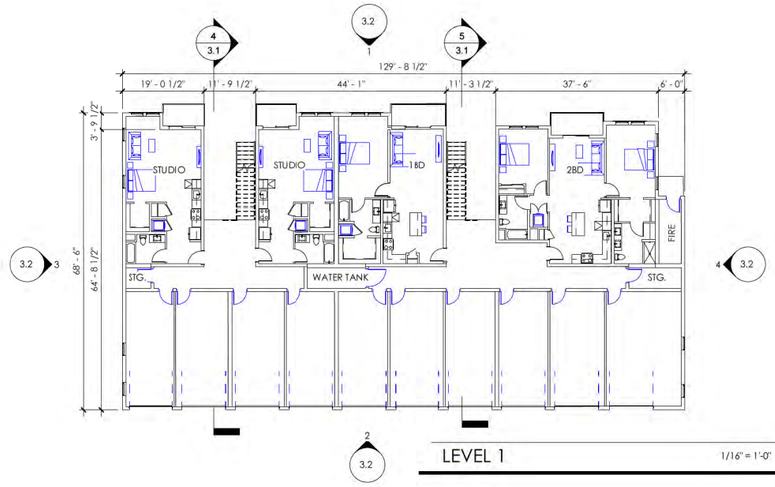
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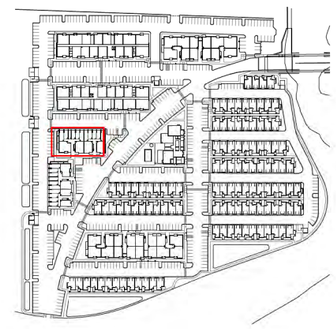
TYPE A - LEVEL 2 1/16" = 1'-0" 2



SECTION A 1/16" = 1'-0" 4



LEVEL 1 1/16" = 1'-0" 1



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TYPE A - 20 UNITS

3.1

1134

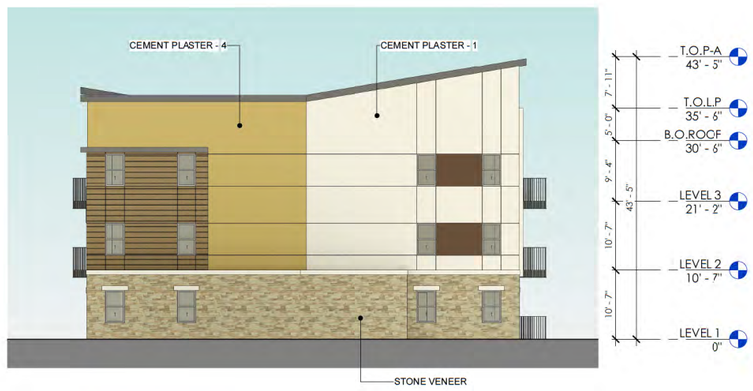
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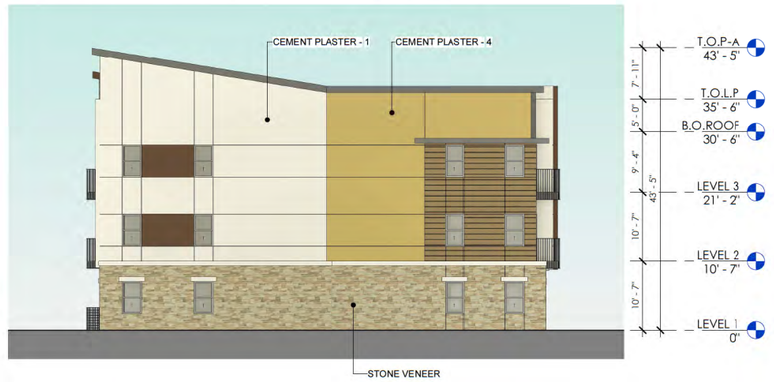
TYPE A - FRONT ELEVATION 3/32" = 1'-0" 1



TYPE A - REAR ELEVATION 3/32" = 1'-0" 2



TYPE A - LEFT ELEVATION 3/32" = 1'-0" 4



TYPE A - RIGHT ELEVATION 3/32" = 1'-0" 3

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TYPE A - 20 UNITS

3.2

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TYPE A - FRONT VIEW 1



TYPE A - REAR VIEW 2

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TYPE A - 20 UNITS

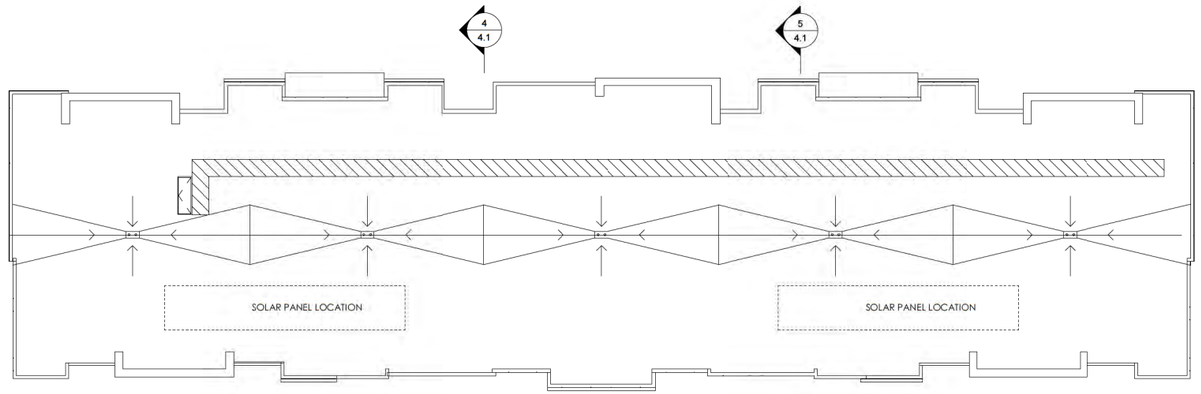
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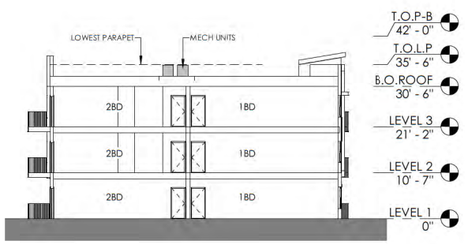
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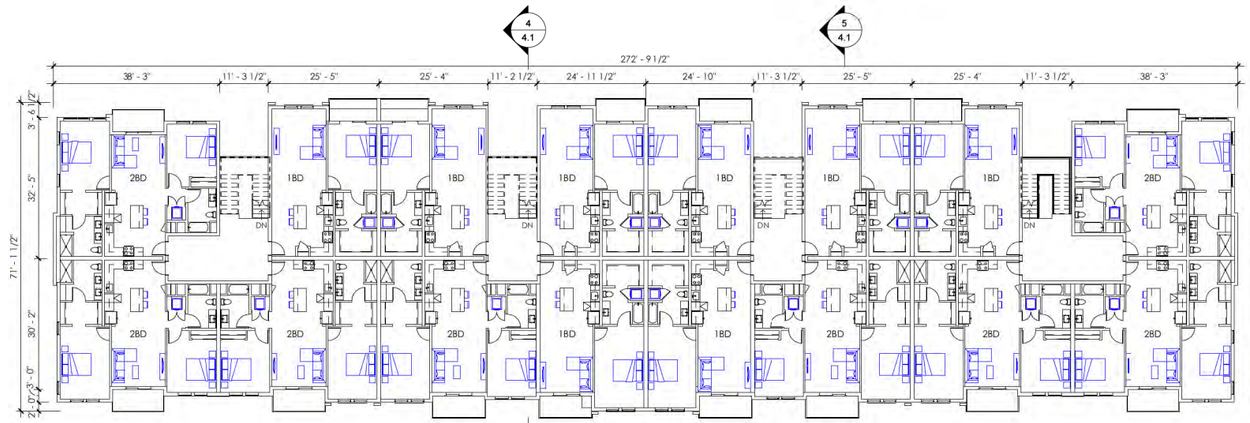
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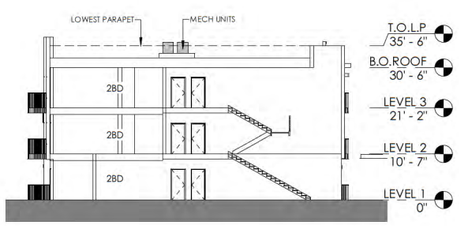
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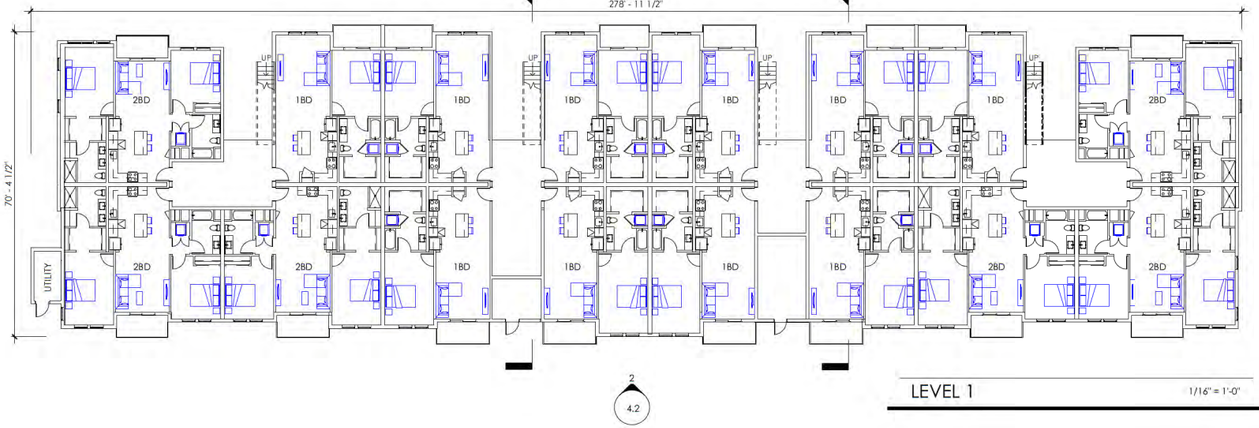
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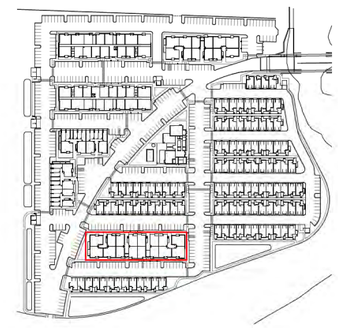
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SECTION A 1/16" = 1'-0" 4



LEVEL 1 1/16" = 1'-0" 1



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TYPE B - 48 UNITS

4.1

1137

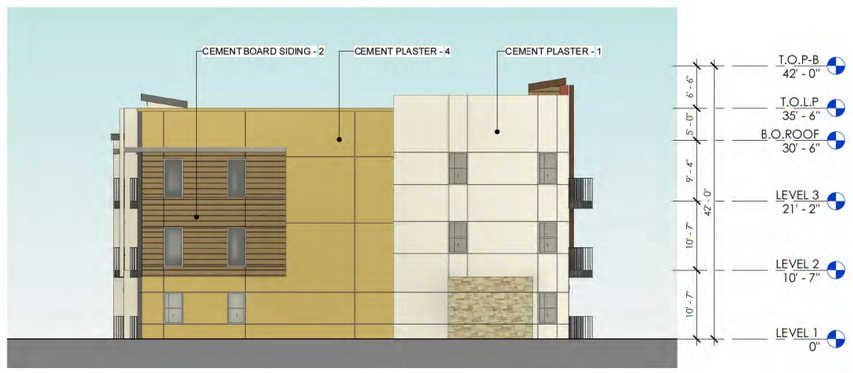
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TYPE B - FRONT ELEVATION 3/32" = 1'-0" 2



TYPE B - LEFT ELEVATION 3/32" = 1'-0" 3



TYPE B - RIGHT ELEVATION 3/32" = 1'-0" 4

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**TYPE B -
48 UNITS**

4.2

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TYPE B - FRONT VIEW 1



TYPE B - REAR VIEW 2

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48 UNITS**

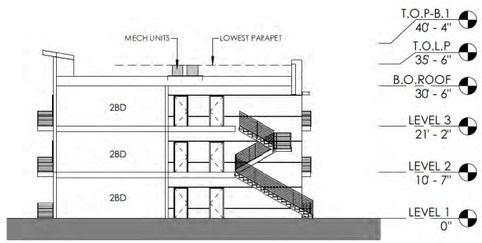
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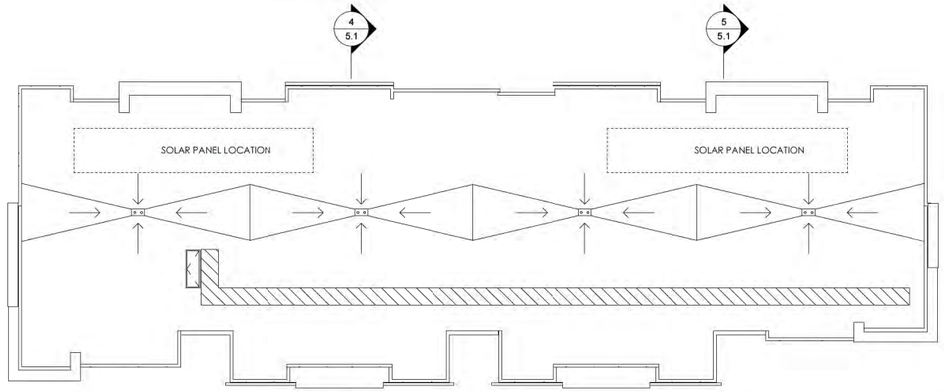
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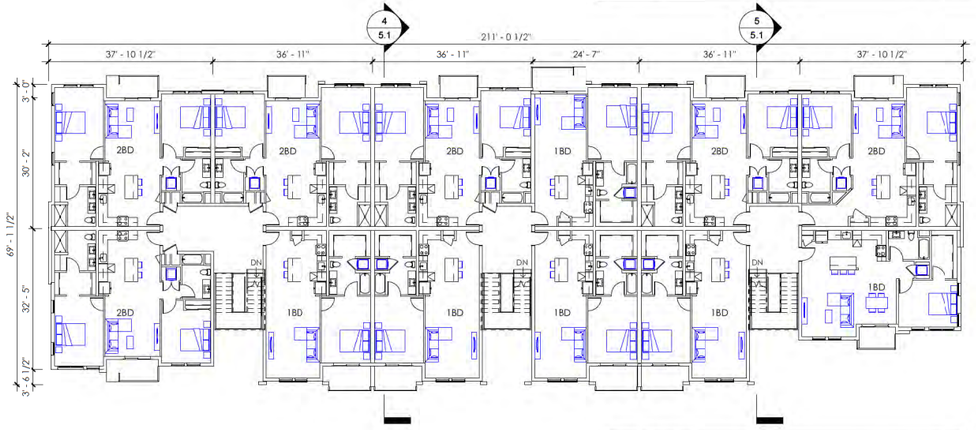
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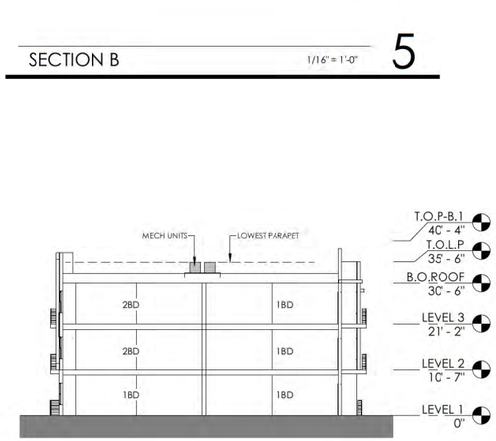
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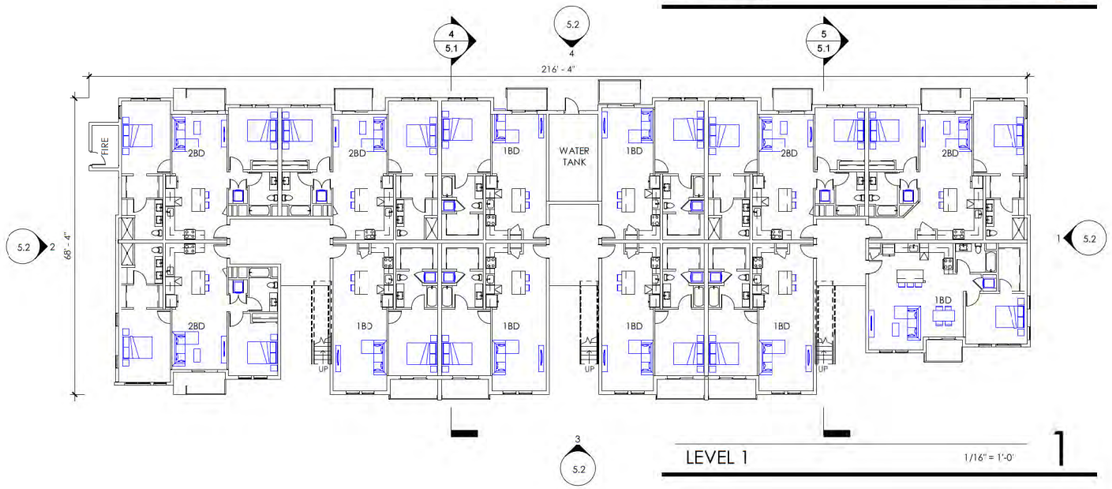
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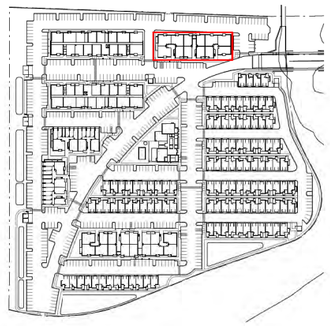
LEVEL 2-3 1/16" = 1'-0" 3



SECTION A 1/16" = 1'-0" 4



LEVEL 1 1/16" = 1'-0" 1



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TYPE B.1 - 36 UNITS

5.1

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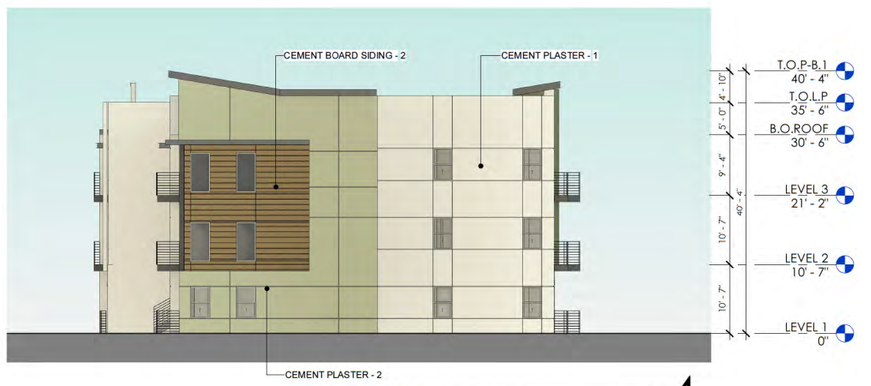
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TYPE B.1 - FRONT ELEVATION 3/32" = 1'-0" 2



TYPE B.1 - LEFT ELEVATION 3/32" = 1'-0" 3



TYPE B.1 - RIGHT ELEVATION 3/32" = 1'-0" 4

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TYPE B.1 - 36 UNITS

5.2

1141

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TYPE B.1 - FRONT VIEW 1



TYPE B.1 - REAR VIEW 2

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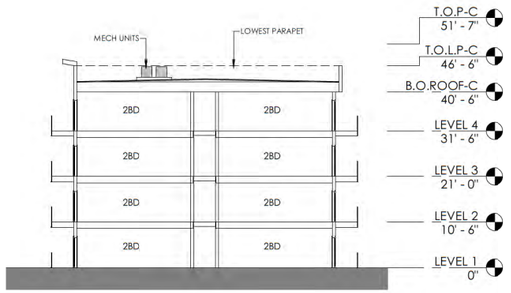
TYPE B.1 - 36 UNITS

5.3

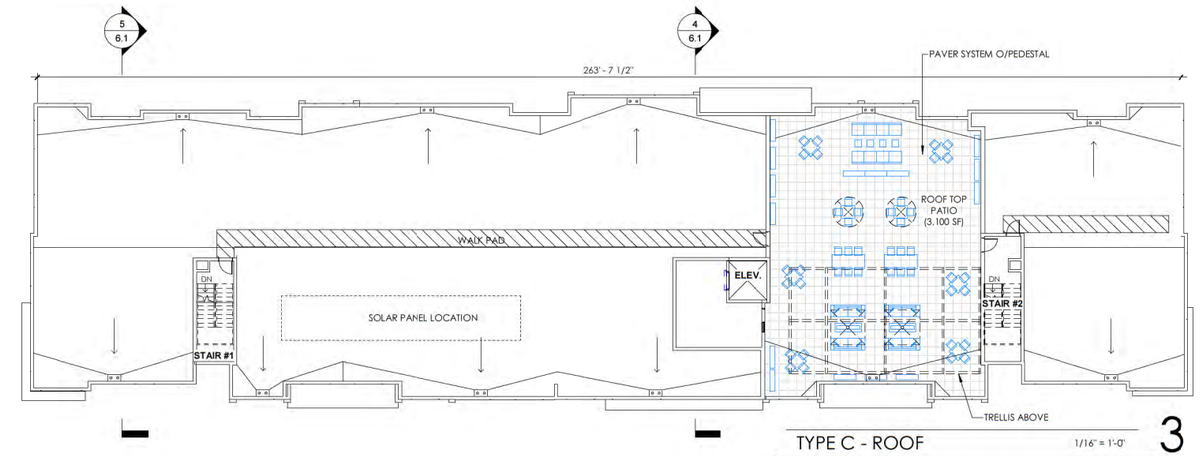
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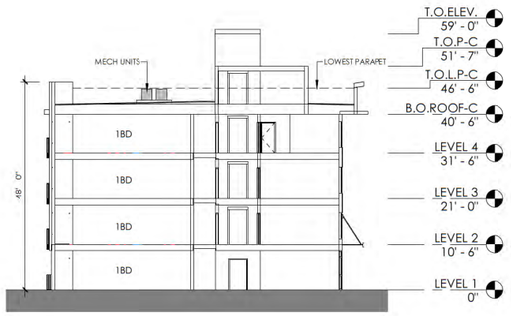
SECTION B 1/16" = 1'-0" 5



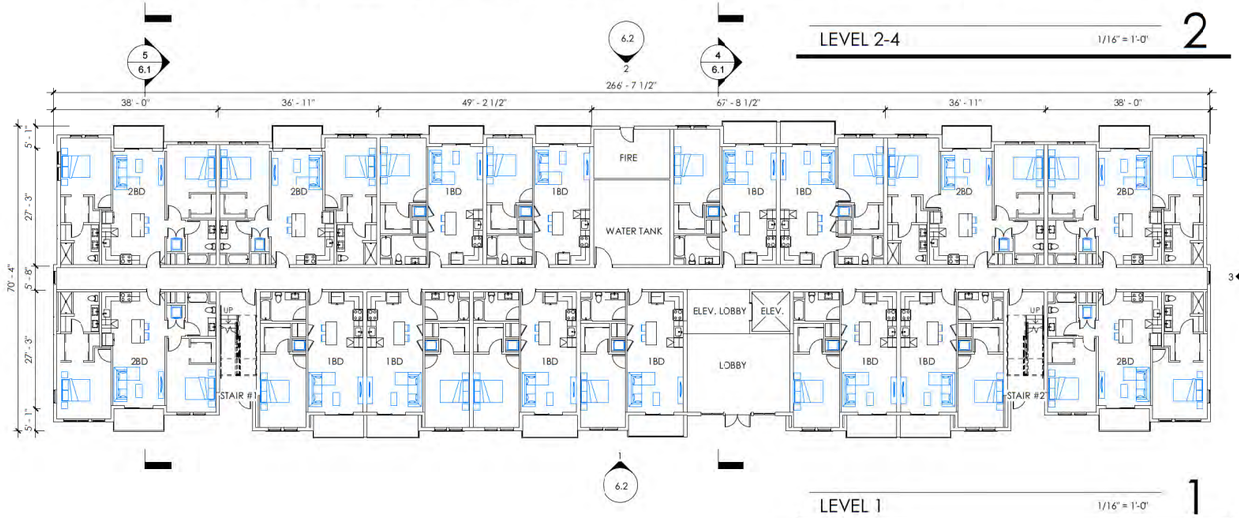
TYPE C - ROOF 1/16" = 1'-0" 3



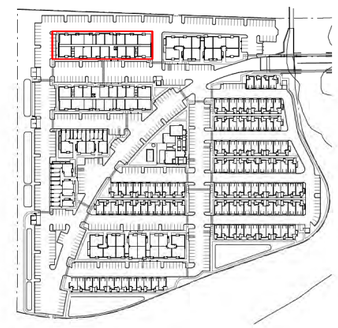
LEVEL 2-4 1/16" = 1'-0" 2



SECTION A 1/16" = 1'-0" 4



LEVEL 1 1/16" = 1'-0" 1



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TYPE C - 67 UNITS

6.1

1143

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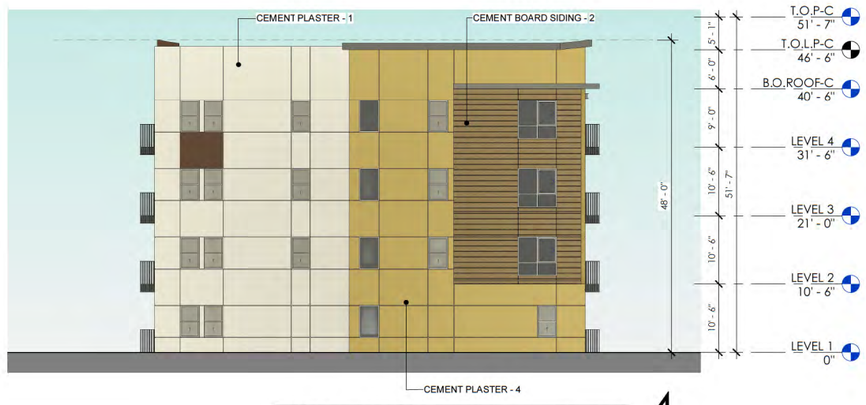
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TYPE C - FRONT ELEVATION 3/32" = 1'-0" 1



TYPE C - REAR ELEVATION 3/32" = 1'-0" 2



TYPE C - LEFT ELEVATION 3/32" = 1'-0" 4



TYPE C - RIGHT ELEVATION 3/32" = 1'-0" 3

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COLOR SCHEME - A

TYPE C - 67 UNITS

6.2

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6/22/2023 11:10:22 AM



TYPE C - FRONT VIEW 1



TYPE C - REAR VIEW 2

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COLOR SCHEME - A

TYPE C - 67 UNITS

6.3

1145

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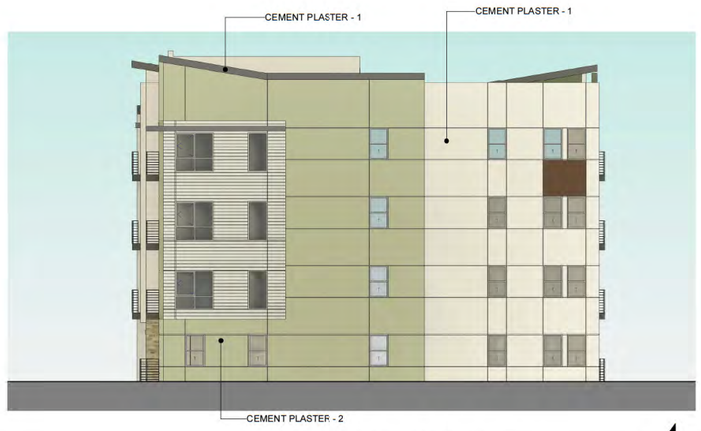
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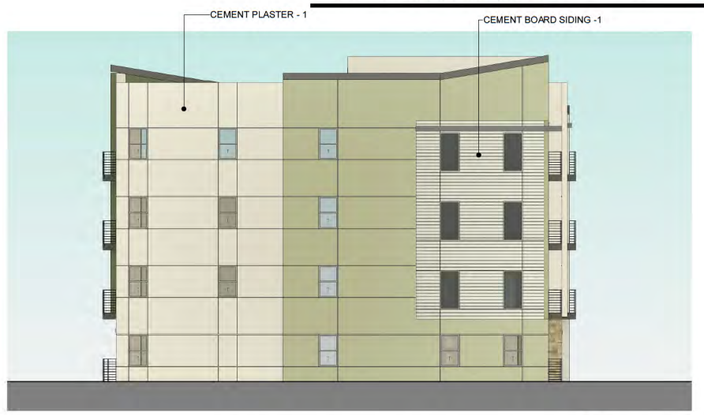
TYPE C - FRONT ELEVATION1 3/32" = 1'-0" 1



TYPE C - REAR ELEVATION1 3/32" = 1'-0" 2



TYPE C - LEFT ELEVATION1 3/32" = 1'-0" 4



TYPE C - RIGHT ELEVATION1 3/32" = 1'-0" 3

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COLOR SCHEME - B

TYPE C -
64 UNITS

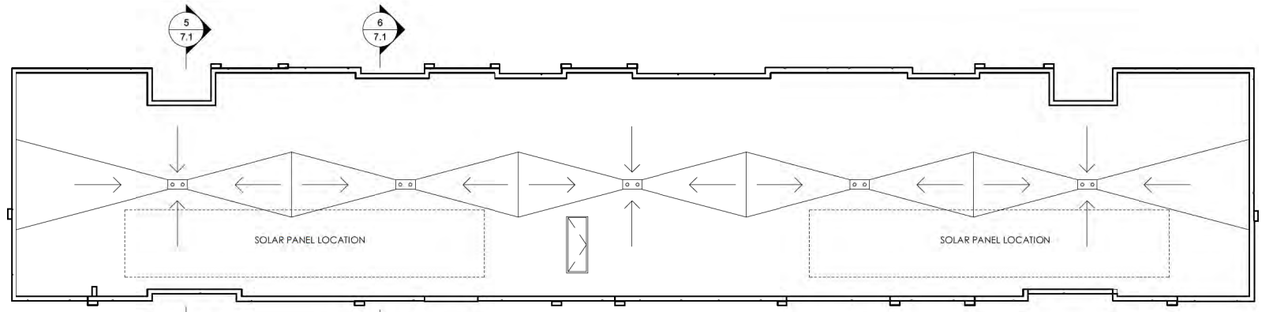
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1146

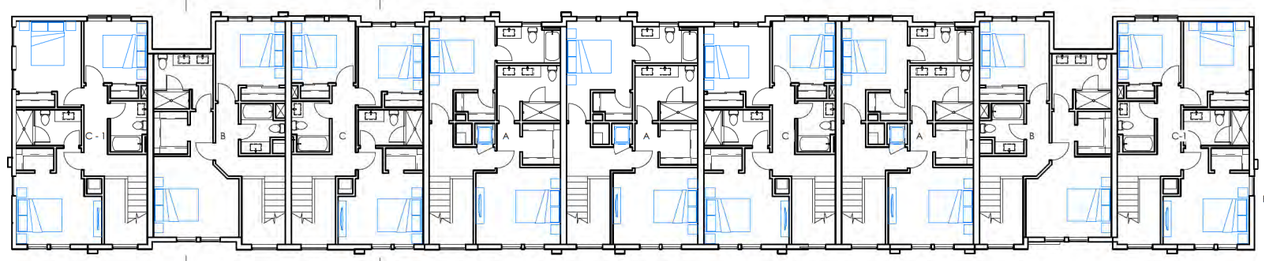
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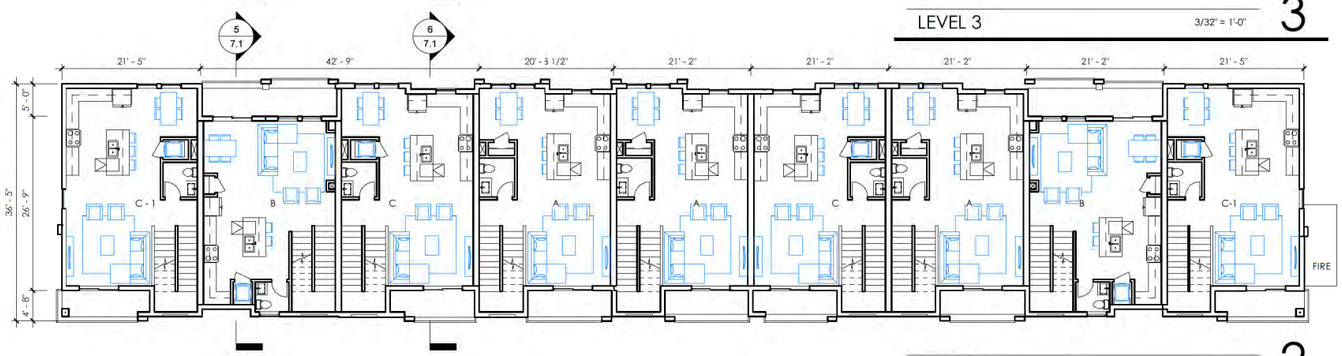
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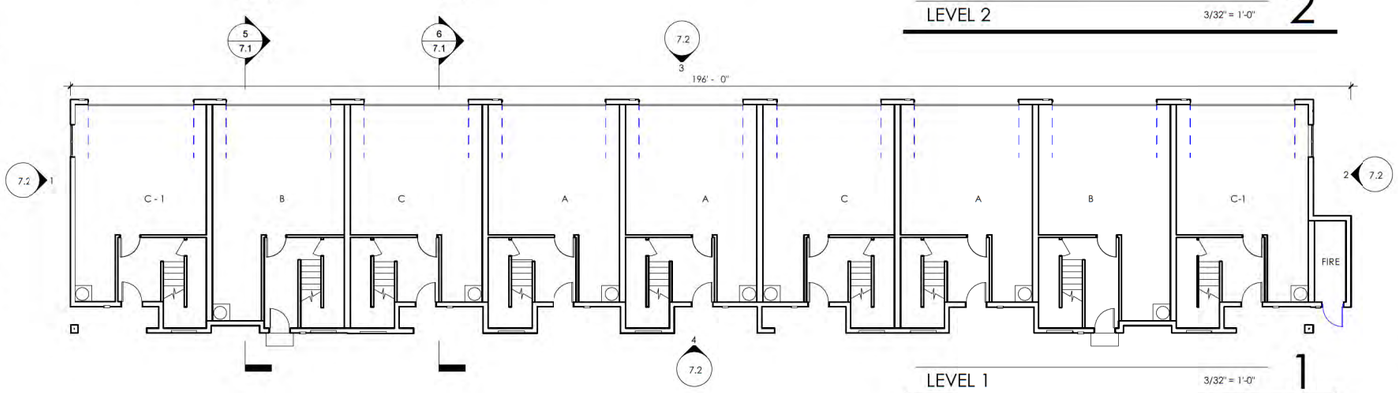
ROOF 3/32" = 1'-0" 4



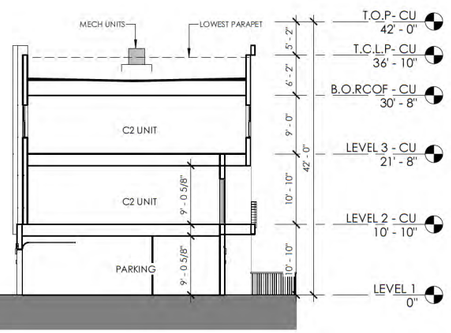
LEVEL 3 3/32" = 1'-0" 3



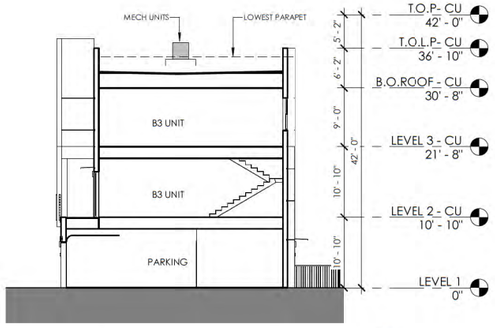
LEVEL 2 3/32" = 1'-0" 2



LEVEL 1 3/32" = 1'-0" 1



SECTION B 3/32" = 1'-0" 6



SECTION A 3/32" = 1'-0" 5



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TYPE 2 - 9 UNITS

7.1

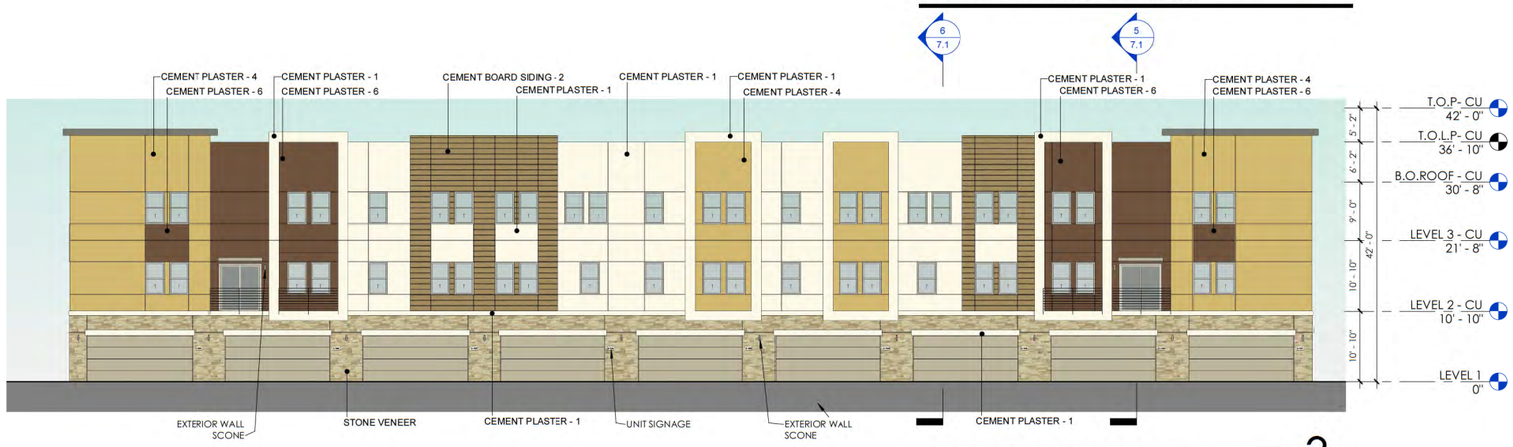
1147

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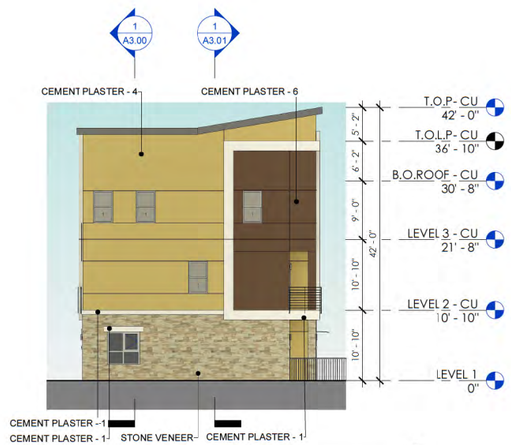
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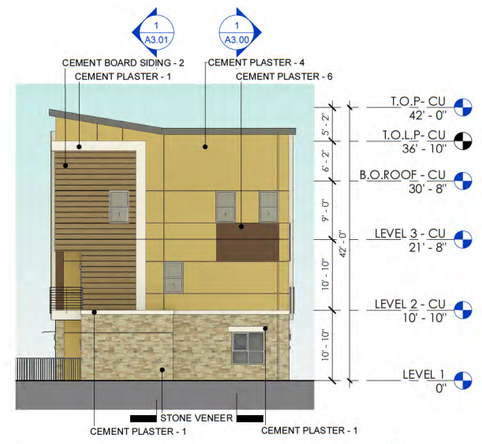
TH TYPE 2 - FRONT ELEVATION 3/32" = 1'-0" **4**



TH TYPE 2 - REAR ELEVATION 3/32" = 1'-0" **3**



TH TYPE 2 - LEFT ELEVATION 3/32" = 1'-0" **1**



TH TYPE 2 - RIGHT ELEVATION 3/32" = 1'-0" **2**

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TYPE 2 - 9 UNITS

7.2

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TYPE 2 - FRONT VIEW 1



TYPE 2 - REAR VIEW 2

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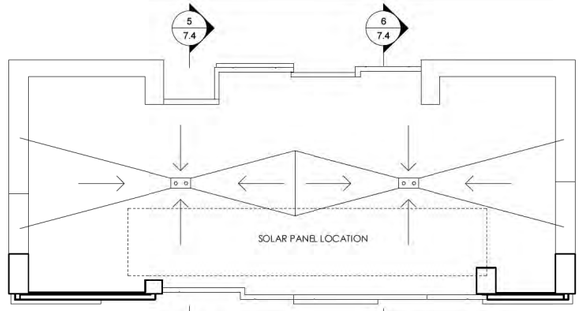
TYPE 2 - 9 UNITS

7.3

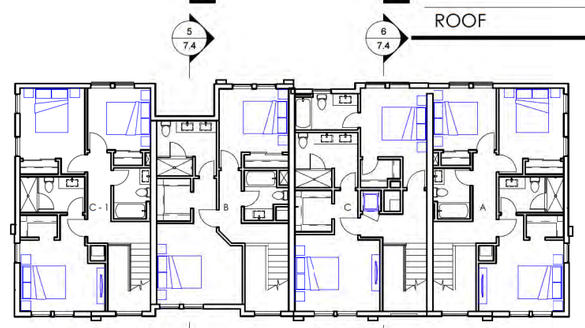
1149

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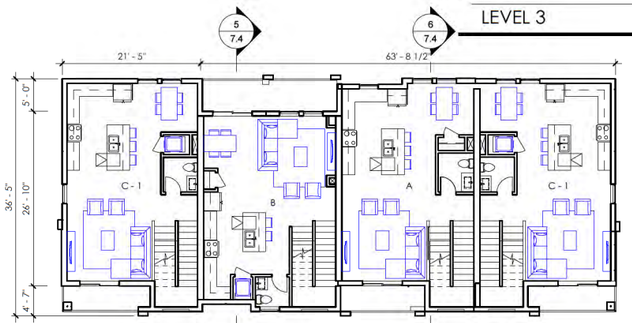
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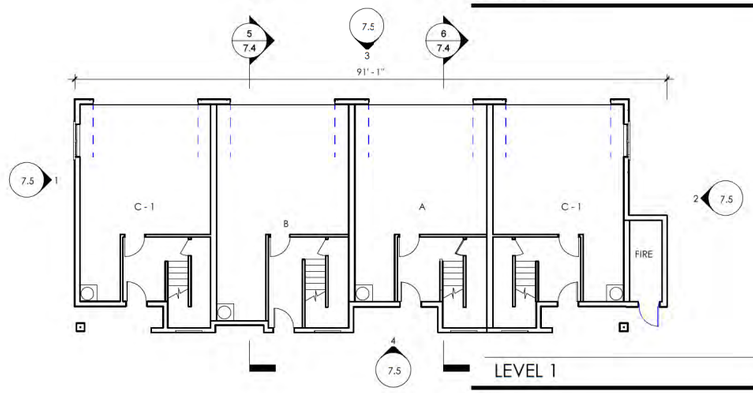
ROOF 3/32" = 1'-0" 4



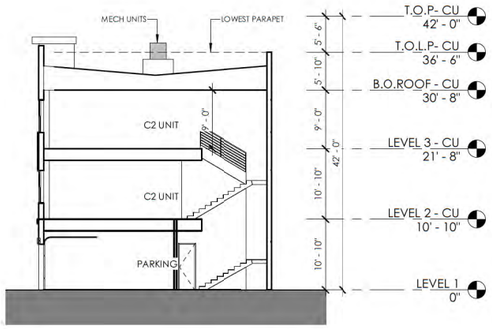
LEVEL 3 3/32" = 1'-0" 3



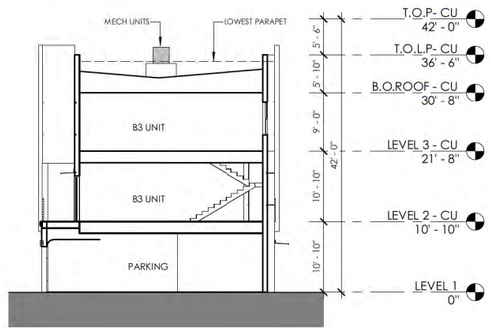
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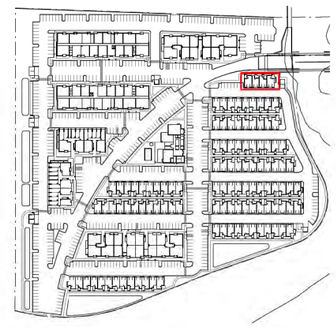
LEVEL 1 3/32" = 1'-0" 1



SECTION B 3/32" = 1'-0" 6



SECTION A 3/32" = 1'-0" 5



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TYPE 1 - 4 UNITS

7.4

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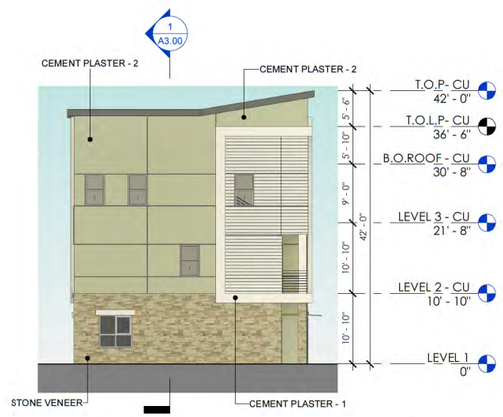
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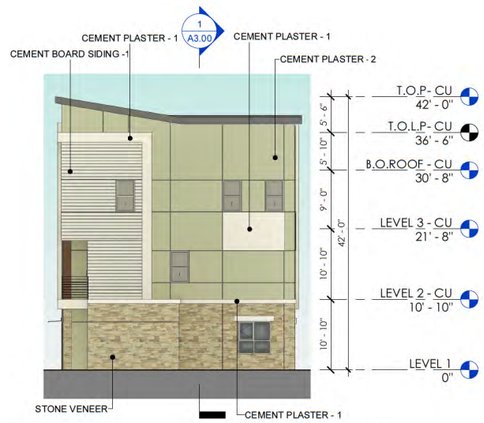
TH TYPE 1 - FRONT ELEVATION 3/32" = 1'-0" 4



TH TYPE 1 - REAR ELEVATION 3/32" = 1'-0" 3



TH TYPE 1 - LEFT ELEVATION 3/32" = 1'-0" 1



TH TYPE 1 - RIGHT ELEVATION 3/32" = 1'-0" 2

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TYPE 1 - 4 UNITS

7.5

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TYPE 1 - FRONT VIEW 1



TYPE 1 - REAR VIEW 2

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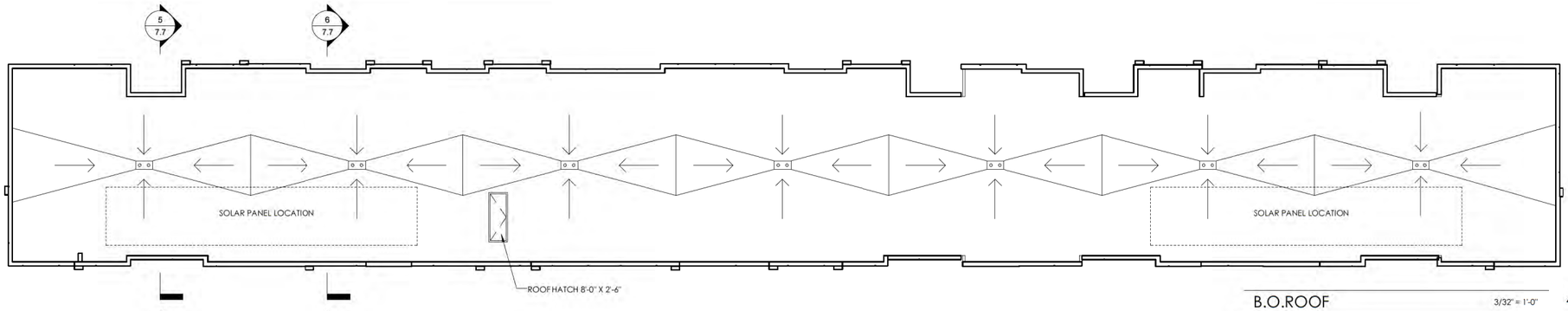
TYPE 1 - 4 UNITS

7.6

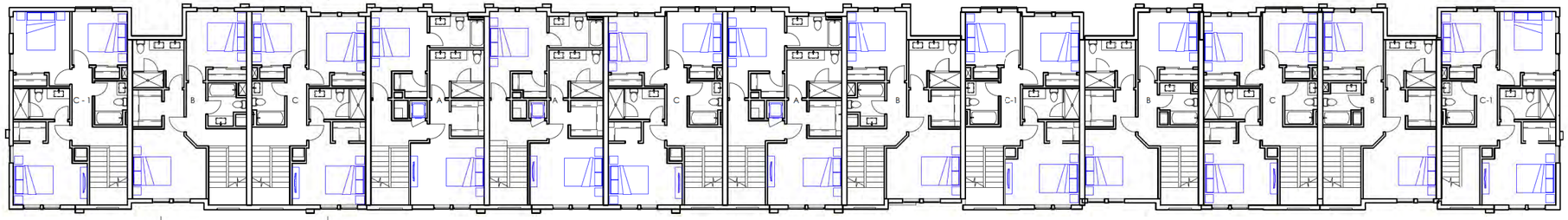
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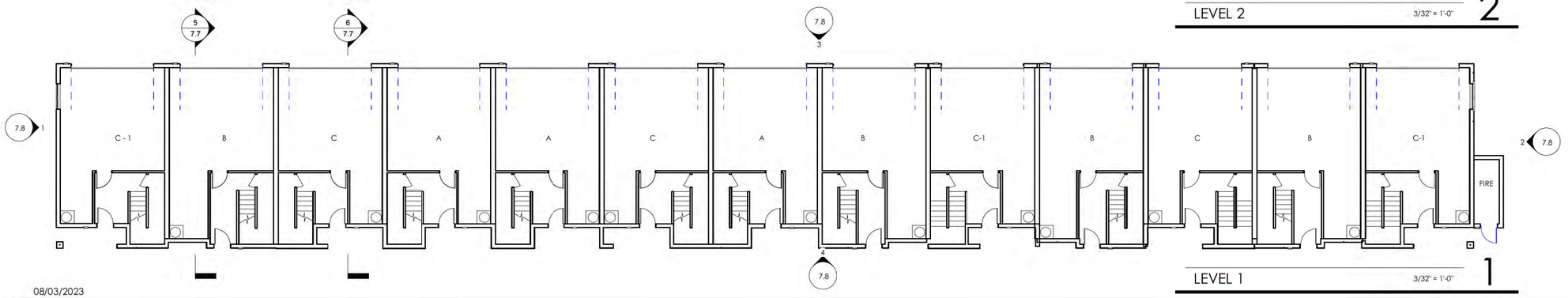
B.O.ROOF 3/32" = 1'-0" 4



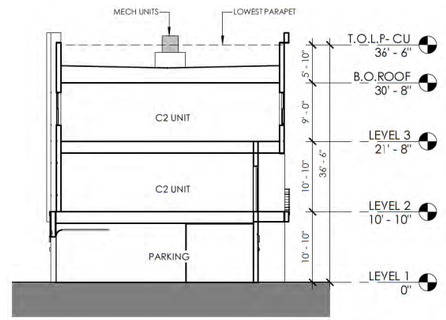
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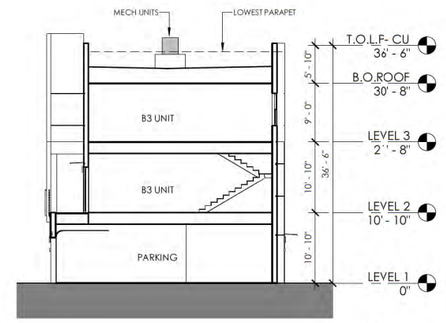
LEVEL 2 3/32" = 1'-0" 2



LEVEL 1 3/32" = 1'-0" 1



SECTION B 3/32" = 1'-0" 6



SECTION A 3/32" = 1'-0" 5



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TYPE 6 - 13 UNITS

7.7

1153

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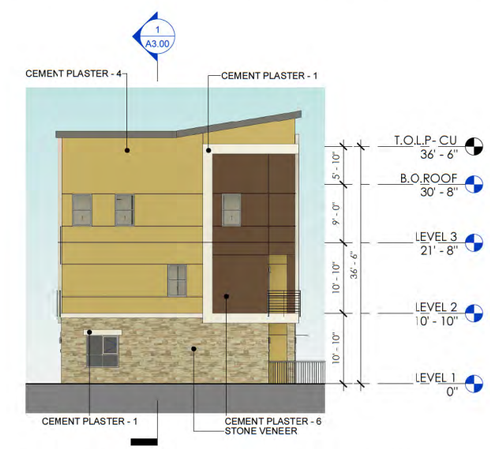
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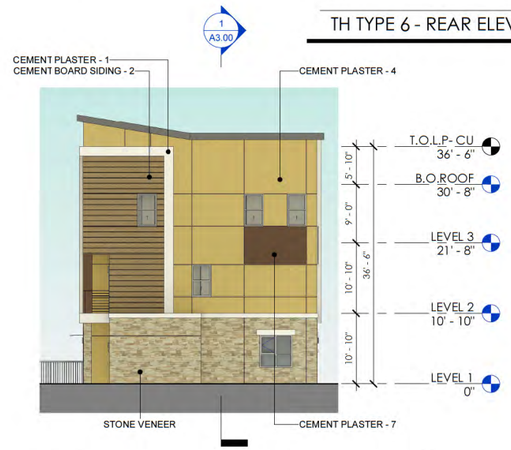
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TH TYPE 6 - REAR ELEVATION 3/32" = 1'-0" 3



TH TYPE 6 - LEFT ELEVATION 3/32" = 1'-0" 1



TH TYPE 6 - RIGHT ELEVATION 3/32" = 1'-0" 2

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**TYPE 6 -
13 UNITS**

7.8

1154

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TYPE 6 - REAR VIEW 2

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TYPE 6 - 13 UNITS

7.9

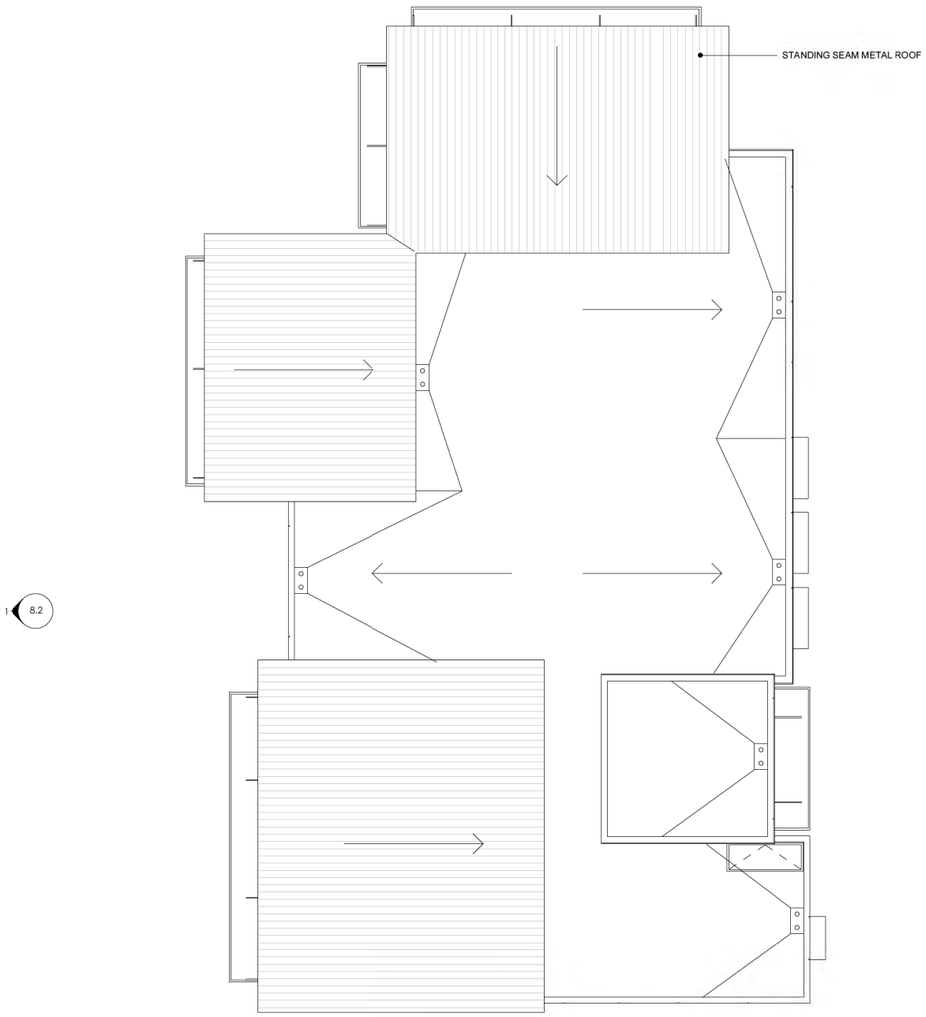
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CLUBHOUSE 1/8" = 1'-0" 1



CLUBHOUSE - ROOF 1/8" = 1'-0" 2

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CLUBHOUSE 8.1

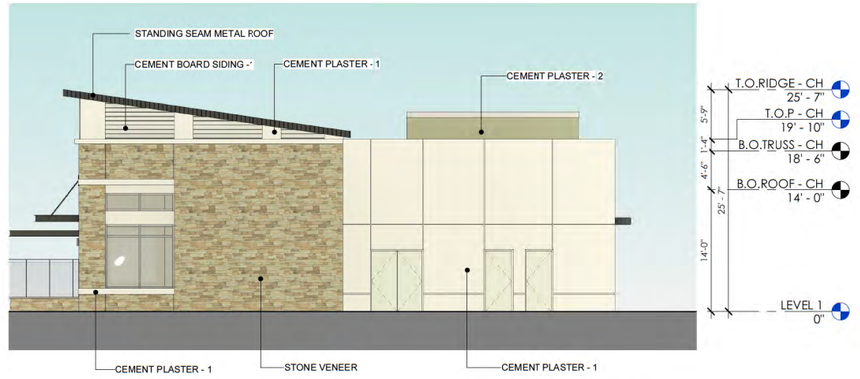
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CLUBHOUSE - EAST ELEVATION 1/8" = 1'-0" 1



CLUBHOUSE - SOUTH ELEVATION 1/8" = 1'-0" 2



CLUBHOUSE - WEST ELEVATION 1/8" = 1'-0" 3



CLUBHOUSE - NORTH ELEVATION 1/8" = 1'-0" 4

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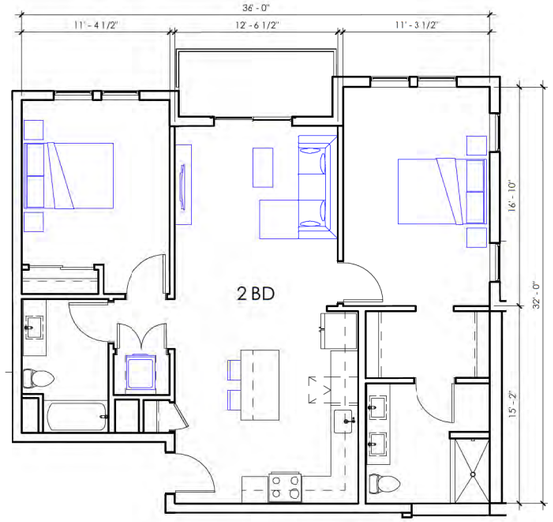
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8.2

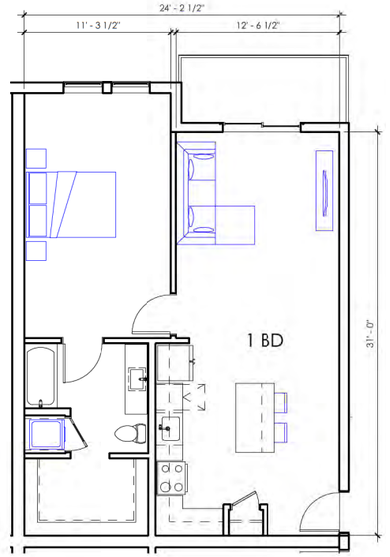
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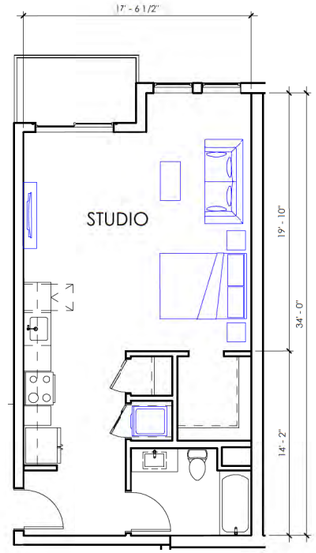
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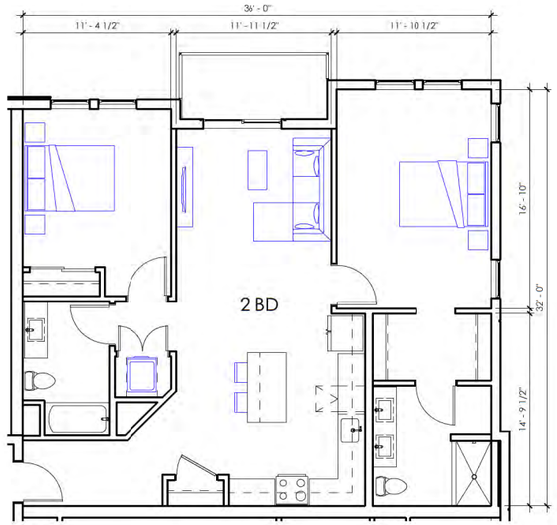
2 BED 3/16" = 1'-0" 3



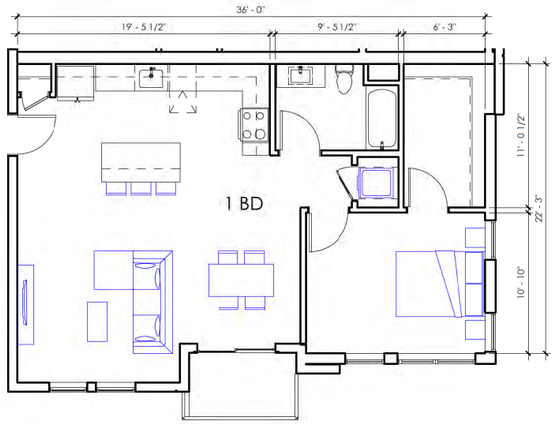
1 BED 3/16" = 1'-0" 2



STUDIO - (LEVEL 1) 3/16" = 1'-0" 1



2 BED - B 3/16" = 1'-0" 5



1 BED - A 3/16" = 1'-0" 4

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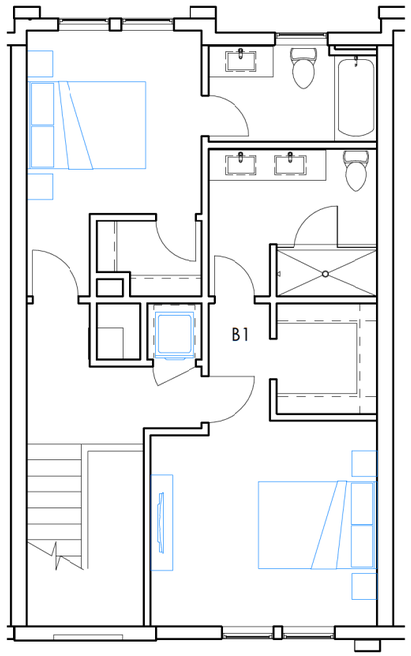
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TYPE A, B, B.1, C - UNIT PLANS 9

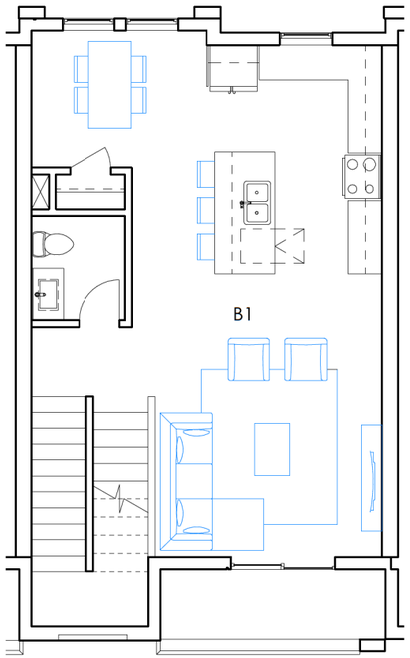
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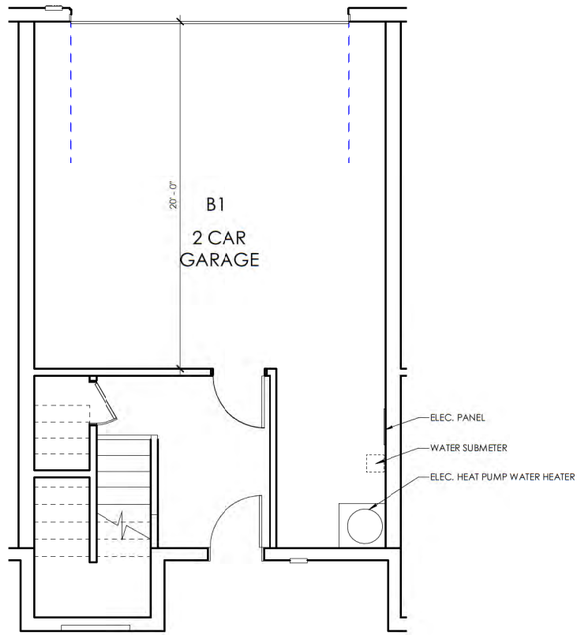
BIM 360://West Oaks/Building 13_Type A .rvt 5/30/2023 4:56:46 PM



B1 - LEVEL 3 1/4" = 1'-0" 3



B1 - LEVEL 2 1/4" = 1'-0" 2



B1 - LEVEL 1 1/4" = 1'-0" 1

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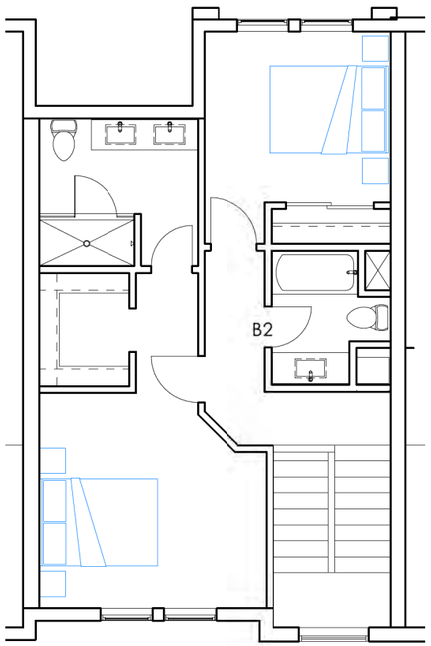
TYPE 1-10 & 12 - UNIT B1

9.1

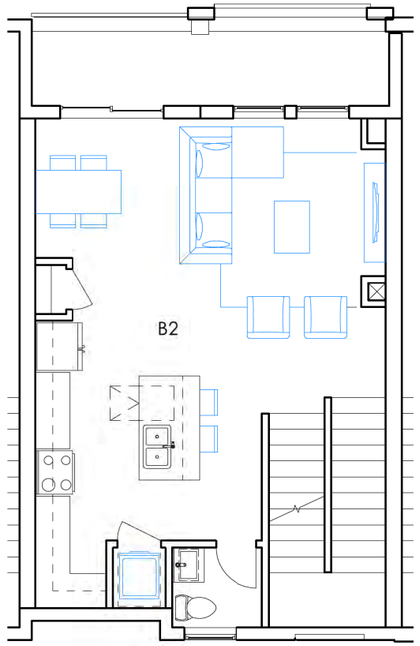
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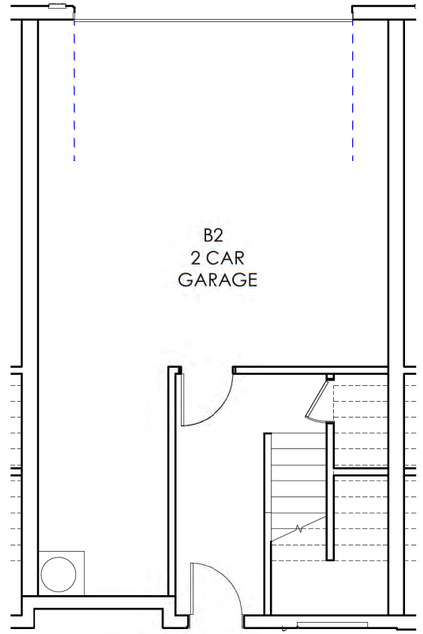
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B2 - LEVEL 3 1/4" = 1'-0" 3



B2 - LEVEL 2 1/4" = 1'-0" 2



B2 - LEVEL 1 1/4" = 1'-0" 1

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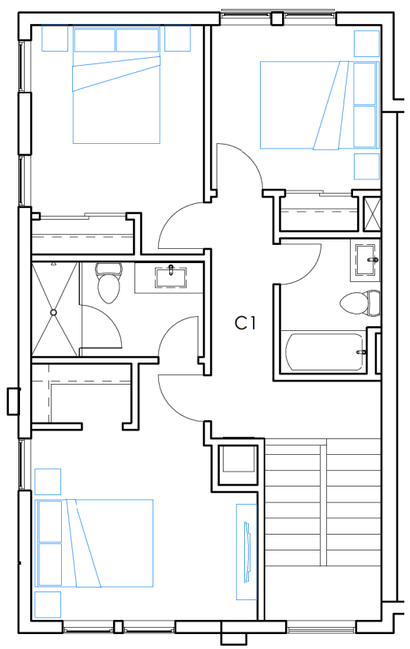
TYPE 1-10 & 12 - UNIT B2

9.3

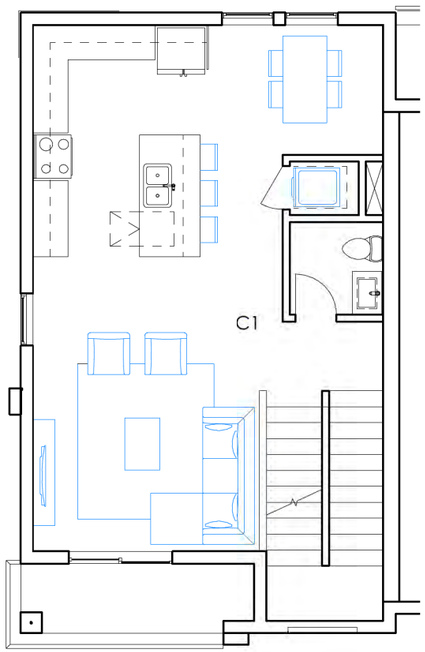
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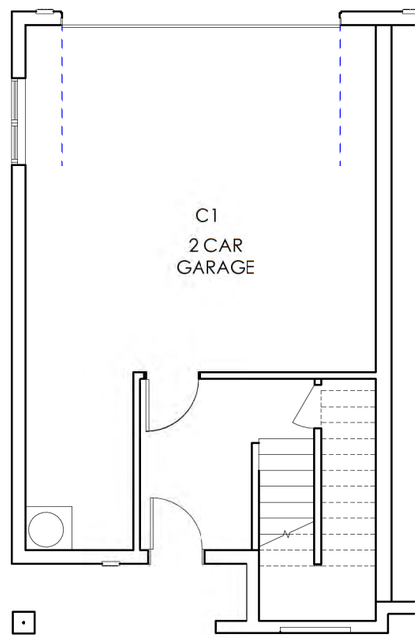
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C1 - LEVEL 3 -planning 1/4" = 1'-0" 3



C1 - LEVEL 2 -planning 1/4" = 1'-0" 2



C1 - LEVEL 1 -planning 1/4" = 1'-0" 1

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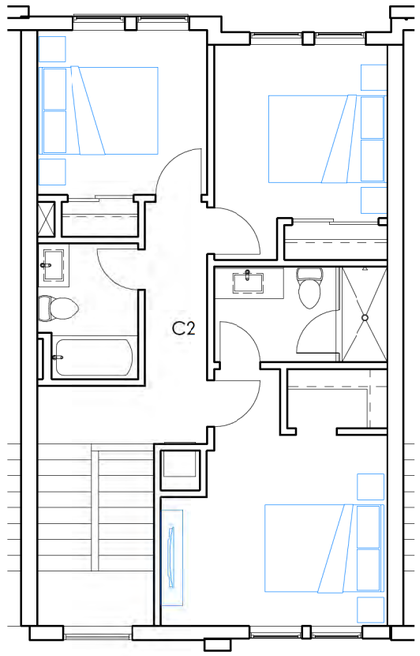
TYPE 1-10 & 12 - UNIT C1

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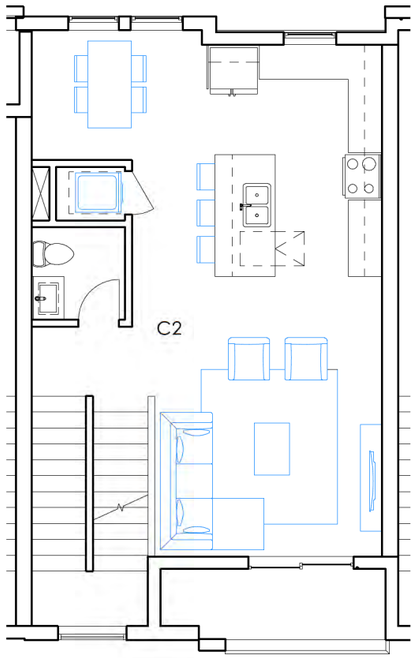
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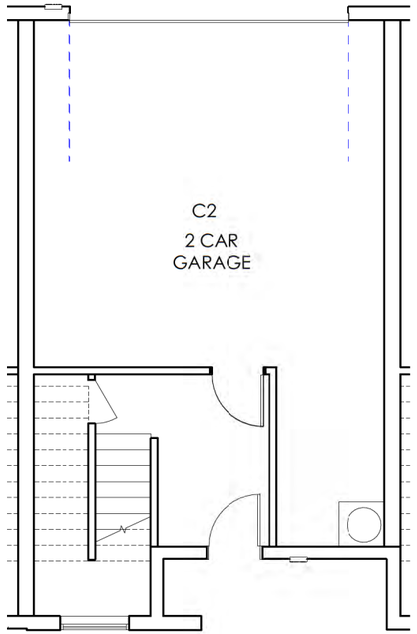
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C2 - LEVEL 3 1/4" = 1'-0" 3



C2 - LEVEL 2 1/4" = 1'-0" 2



C2 - LEVEL 1 1/4" = 1'-0" 1

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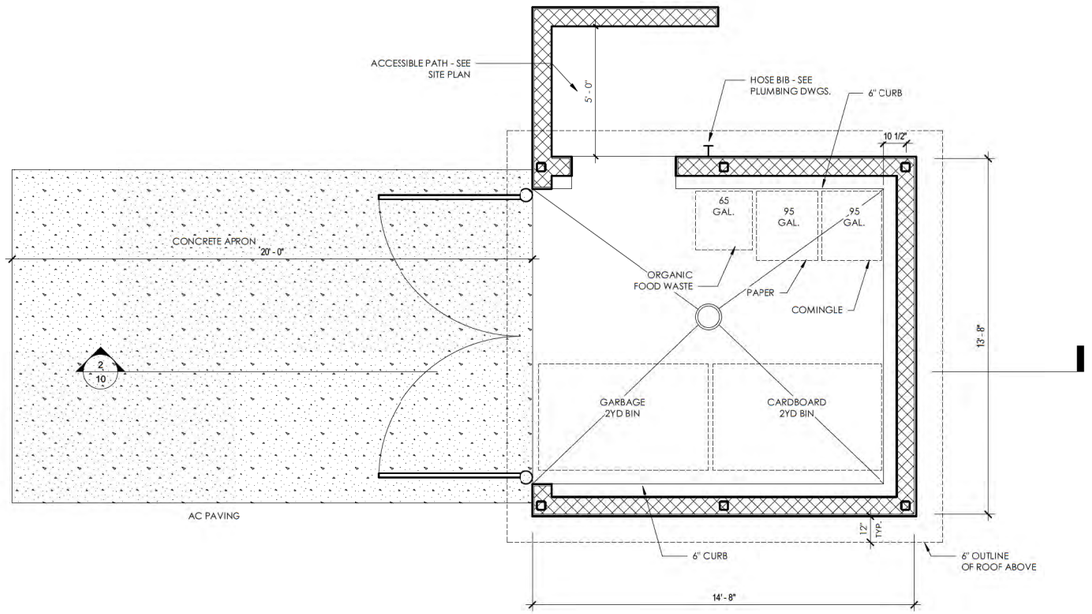
TYPE 1-10 & 12 - UNIT C2

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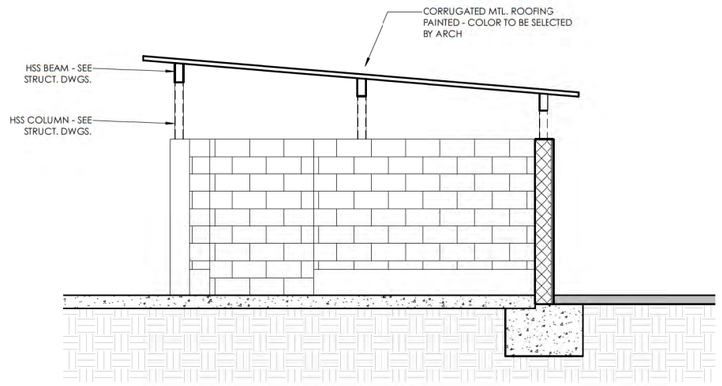
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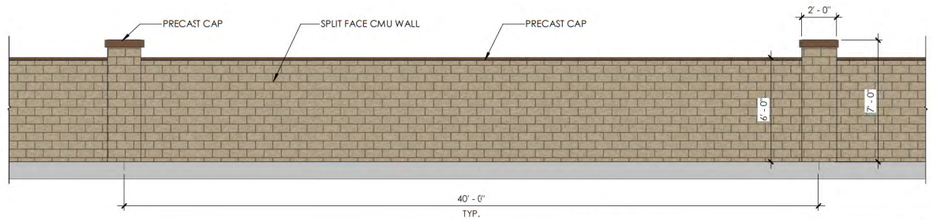
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ENLARGED TRASH ENCLOSURE PLAN 3/8" = 1'-0" **1**



SECTION THRU TRASH ENCLOSURE 3/8" = 1'-0" **2**



CMU WALL 1/4" = 1'-0" **4**



MONUMENT SIGN 1/2" = 1'-0" **3**

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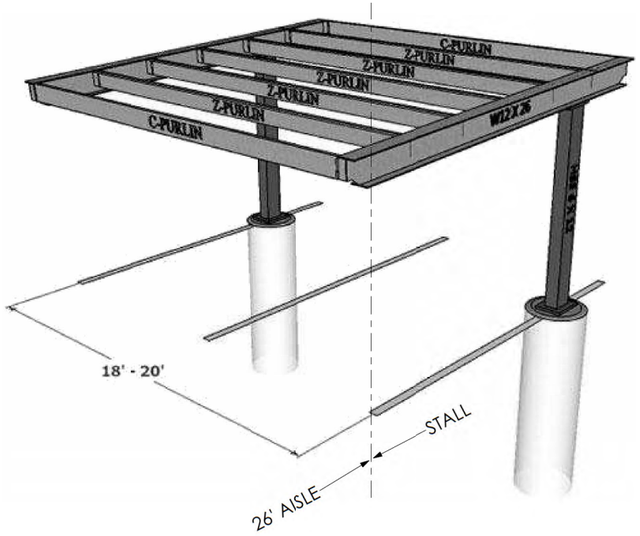
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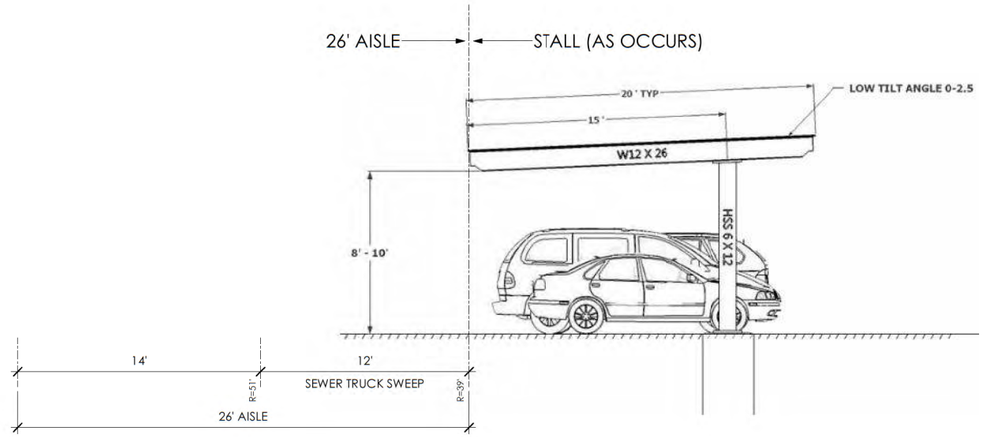
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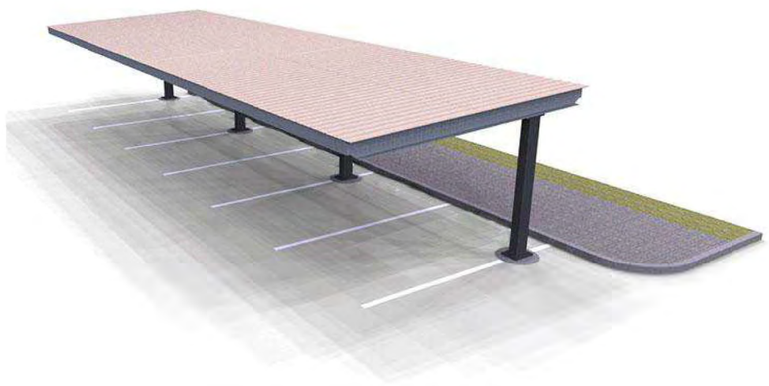
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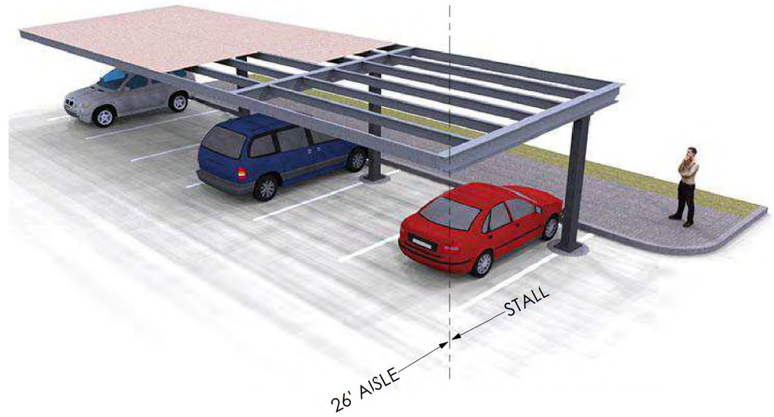


CARPORT - PERSPECTIVE 1/4" = 1'-0" 2



CARPORT - SECTION 1/4" = 1'-0" 1





CARPORT - PERSPECTIVE 1/4" = 1'-0" 3

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SITE CONTEXT



IMAGE 1 - WESTBOUND ON W OAKS BLVD



IMAGE 2 - NORTHBOUND ON HWY 65

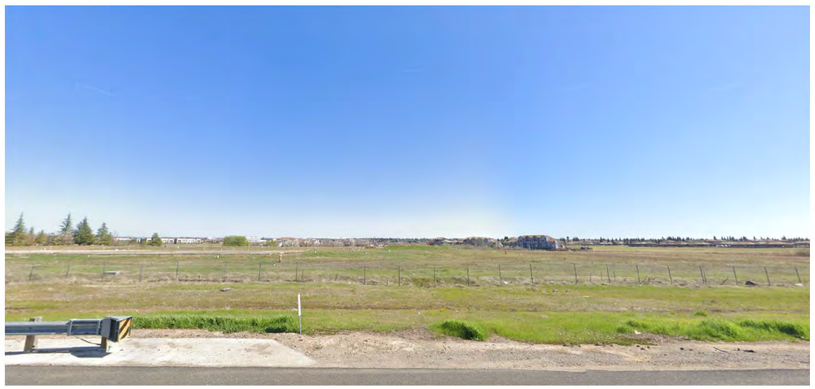
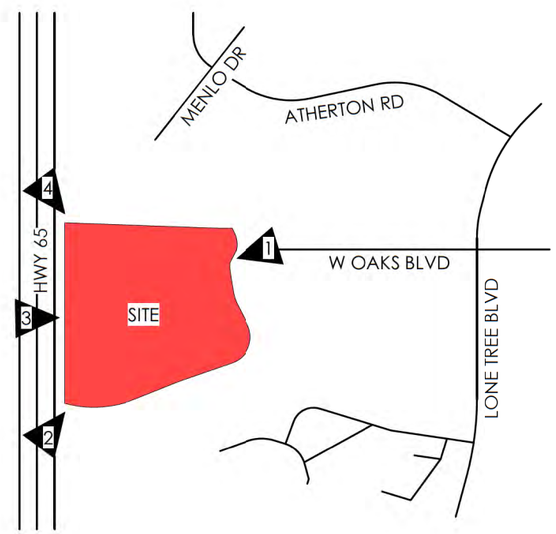


IMAGE 3 - VIEW OF SITE FROM HWY 65



IMAGE 4 - SOUTHBOUND ON HWY 65



CONTEXT GUIDE NTS

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MATERIAL BOARD



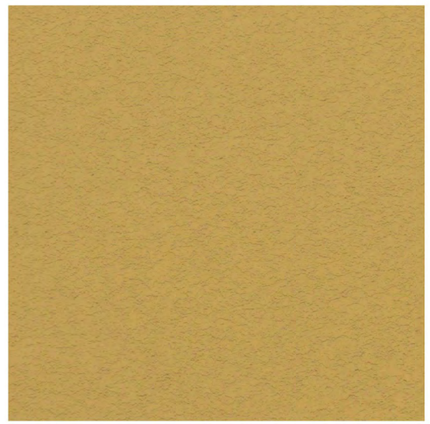
CEMENT PLASTER - 1
LIGHT BEIGE



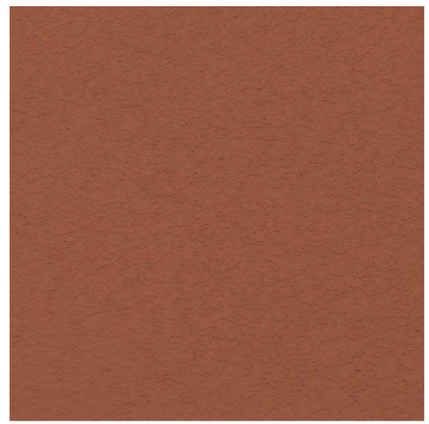
CEMENT PLASTER - 2
LIGHT GREEN



CEMENT PLASTER - 3
DARK GREEN



CEMENT PLASTER - 4
YELLOW



CEMENT PLASTER - 5
DARK RED



CEMENT PLASTER - 7
DARK BROWN



CEMENT BOARD SIDING - 1
OFF-WHITE



CEMENT BOARD SIDING - 2
LIGHT BROWN



CULTURED STONE VENEER

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PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

APARTMENT BLDG. 2

APARTMENT BLDG. 1

APARTMENT BLDG. 3

APT. BLDG. 4

APT. BLDG. 5

CLUBHOUSE

APARTMENT BLDG. 6

TH APT. 1

TH APT. 2

TH APT. 3

TH APT. 4

TH APT. 5

TH APT. 6

TH APT. 7

TH APT. 8

TH APT. 9

TH APT. 10

TH APT. 11

MONUMENT SIGN

SEWER ACCESS ROAD PIPE GATE

CLARKS CORNER CITY OF ROCKLIN

CENTER CREEK

EXISTING PRIVATE 36" OUTFALL PIPE to REMAIN

INV.=110.06
36" CONCRETE OUTFALL

EXISTING 40' STORM DRAIN EASEMENT Doc.2006-0082918

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 7,183 sf

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 10,074 sf

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 1,904 sf

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 3,234 sf

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 1,364 sf

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 3,219 sf

STORMWATER DETENTION and VOLUMETRIC Bio-retention BASIN = 1,092 sf

HIGHWAY 65

FUTURE 16' SHOULDER
FUTURE 12' LANE
EXISTING 12' LANE
EXISTING 12' LANE
FUTURE 12' LANE
FUTURE 16' SHOULDER
69'±

SCALE: 1" = 40'

N

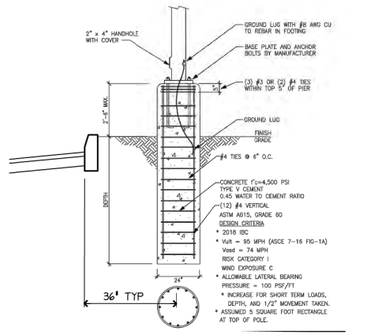
26' AISLE

26' AISLE

26' AISLE

SEWER TRUCK SWEEP PATH

TYPICAL 26-FOOT WIDE AISLES N.T.S.



TYPICAL LIGHT BASE

N.T.S.

SITE CONCEPTUAL LAYOUT DONE BY:
HRGA ARCHITECTS

PROPOSED SEWER ACCESS ROAD PIPE GATE

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

1167

dwg. no. J-1445

WEST OAKS APARTMENT
UTILITY COMPOSITE
City of Rocklin, California

scale H: 1"=40'

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.
(SEE SHEET C4)

C1 of

UTILITY KEYNOTES

(Y) NO OVERHEAD UTILITY LINES ARE ALLOWED ABOVE THE AERIAL FIRE APPARATUS ROADS or BETWEEN ROADS AND BUILDINGS (THE ENTIRE PROJECT IS BEING BUILT AS AN UNDERGROUND UTILITY PROJECT WITH NO UTILITIES BEING PROPOSED AS AERIAL)

(Z) WATER at 30" COVER (SEWER and STORM DRAIN SHALL HAVE 12" MINIMUM CLEARANCE BELOW WATER)
SEWER WILL TYPICALLY BE BELOW STORM DRAIN PIPING

WATER KEYNOTES

CALIFORNIA DRPARTMENT OF PUBLIC HEALTH (CDPH)

(A) SECTION 64572(b):
WATER MAIN INSTALLED AT LEAST 4-FOOT HORIZONTALLY FROM, AND 1-FOOT VERTICALLY ABOVE, ANY PIPELINE CONVEYING DISINFECTED TERIARY RECYCLED WATER OR STORM DRAINAGE.

(B) SECTION 64572(d):
A WATER LINE CROSSING A PIPELINE CONVEYING UNTREATED SEWAGE OR STORM DRAINAGE, A NEW WATER MAIN SHALL BE CONSTRUCTED NO LESS THAN 45-DEGREES TO AND AT LEAST 1-FOOT ABOVE THAT PIPELINE, AND NO CONNECTION JOINT SHALL IN THE WATER MAIN WITHIN 8 HORIZONTAL FEET OF THE PIPELINE.

(C) SECTION 64572(e):
THE VERTICAL SEPARATION SPECIFIED IN "A" IS ONLY REQUIRED WHEN THE HORIZONTAL DISTANCE BETWEEN A WATER MAIN AND PIPELINE IS LESS THAN 10-FEET.

UTILITY CLEARANCES

(1) PAVEMENT=121.7
INV.=118.10-8"WL
INV.=114.14-6"SS

(2) PAVEMENT=120.6
INV.=117.00-8"WL
INV.=111.04-8"SS

HIGHWAY 65

SCALE: 1"=20'

STATE of CALIFORNIA

PEDESTRIAN RESISTANT ELECTRIC OPERATED AUTOMATIC GATE EQUIPED WITH "KNOX" KEY and OPTICOM DEVICE and OPENABLE WITH RADIO FREQUENCY CONTROLLED BY "CLICK-2-ENTER"

20' EVA and WATERLINE EASEMENT REQUIRED from MENLO DRIVE to CITY of ROCKLIN BOUNDARY

to MENLO COURT

CITY of ROCKLIN
PLACER COUNTY (CURRENTLY BEING ANNEXED to ROCKLIN)

PROJECT BOUNDARY

6' HIGH MASONRY WALL w/ RETAINING (C/14)

EXIST. AC

EXISTING GATE

APARTMENT BLDG. 2
FINISHED FLOOR = 123.10

APARTMENT BLDG. 3
FINISHED FLOOR = 122.83

APT BLDG. 1
FINISHED FLOOR = 123.10

COVERED PARKING

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN (7/C14)
BASIN AREA = 3,234 sf

SINGLE TRASH ENCLOSURE

DOUBLE TRASH ENCLOSURE

(SEE SHEET C4)

(SEE SHEET C3)

PLACER COUNTY (CURRENTLY BEING ANNEXED to ROCKLIN) CITY of ROCKLIN

O:\LDS JOBS (10-19-10)\J-1445 Black IRIS ATHERTON CENTER\dwg\1445-DR4.dwg, 2-SITE-utility1, 7/31/2023 1:58:15 PM

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

dwg. no. J-1445

WEST OAKS APARTMENT
PRELIMINARY UTILITY PLAN
City of Rocklin, California

scale H: 1"=20'

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER WILLIAM EDWARD MITCHELL RCE No. 23429 Exp.12/31/2023 CIVIL STATE OF CALIFORNIA

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.

C2 of

1168

dwg. no.
J-1445

WEST OAKS APARTMENT
PRELIMINARY UTILITY PLAN
City of Rocklin, California

scale
H: 1"=20'

date
JULY 2023

designed
WGS

drawn
WGS

checked

approved

RCE 23429

datum
U.S.G.S.

c3 of

(SEE SHEET C2)

(SEE SHEET C5)

PROJECT BOUNDARY

CITY of ROCKLIN
PLACER COUNTY (CURRENTLY BEING ANNEXED to ROCKLIN)

PROJECT BOUNDARY

PLACER COUNTY
CITY of ROCKLIN

WEST OAKS BOULEVARD

CENTER CREEK

APARTMENT BLDG. 1
FINISHED FLOOR = 123.10

TH APT. 1
FINISHED FLOOR = 121.91

TH APT. 2
FINISHED FLOOR = 121.85

TH APT. 3
FINISHED FLOOR = 121.85

COVERED PARKING

EXIST. AC

EXIST. 50' DRAINAGE EASEMENT

PROPOSED DRAINAGE EASEMENT (0.72± ACRES)
(TO BE MAINTAINED BY OWNER)

PROP. 50' SEWER ESMT.

EXIST. 20' DRAINAGE ESMT.

EXIST. 12'± PAVED SEWER ACCESS

PROPOSED FREESTANDING 4' HIGH TUBULAR METAL FENCE to GATE

PROPOSED TUBULAR METAL FENCE on BRIDGE WINGWALL

PROPOSED IRTUBULAR METAL FENCE on BRIDGE WINGWALL

PROP. FREESTANDING 4' HIGH TUBULAR METAL FENCE

PROPOSED 6' MINIMUM WIDTH FIRE ACCESS SECURED w/ CITY LOCK

PROPOSED SEWER ACCESS ROAD PIPE GATE w/ ADDITIONAL CITY LOCK

30" TUBLLAR METAL FENCE w/ MASONRY PILASTERS

6' HIGH MASONRY WALL w/ RETAINING

END WALL

SINGLE TRASH ENCLOSURE

RAISED MEDIAN

EXIST. CONC. BRIDGE DECK

EXIST. CONC. APRON

ENHANCED CONCRETE

ASPHALT to R/W

12' WIDE 'ALL-WEATHER' ACCESS w/ ROLLED CURB OFF PAVEMENT and REINF. SIDEWALK

PROPOSED TUBULAR METAL FENCE on BRIDGE WINGWALL

PROPOSED FREESTANDING 4' HIGH TUBULAR METAL FENCE

PROPOSED 6' MINIMUM WIDTH FIRE ACCESS SECURED w/ CITY LOCK

30" TUBULAR METAL FENCE w/ MASONRY PILASTERS

SCALE: 1"=20'

UTILITY KEYNOTES

(Y) NO OVERHEAD UTILITY LINES ARE ALLOWED ABOVE THE AERIAL FIRE APPARATUS ROADS or BETWEEN ROADS AND BUILDINGS (THE ENTIRE PROJECT IS BEING BUILT AS AN UNDERGROUND UTILITY PROJECT WITH NO UTILITIES BEING PROPOSED AS AERIAL)

(Z) WATER at 30" COVER (SEWER and STORM DRAIN SHALL HAVE 12" MINMIMUM CLEARANCE BELOW WATER)
SEWER WILL TYPICALLY BE BELOW STORM DRAIN PIPING

UTILITY CLEARANCES

(6) PAVEMENT=120.3
INV.=116.70-8"WL
INV.=107.54-8"SS

WATER KEYNOTES
CALIFORNIA DRPARTMENT OF PUBLIC HEALTH (CDPH)

(A) SECTION 64572(b):
WATER MAIN INSTALLED AT LEAST 4-FOOT HORIZONTALLY FROM, AND 1-FOOT VERTICALLY ABOVE, ANY PIPELINE CONVEYING DISINFECTED TERIARY RECYCLED WATER OR STORM DRAINAGE.

(B) SECTION 64572(d):
A WATER LINE CROSSING A PIPELINE CONVEYING UNTREATED SEWAGE OR STORM DRAINAGE, A NEW WATER MAIN SHALL BE CONSTRUCTED NO LESS THAN 45-DEGREES TO AND AT LEAST 1-FOOT ABOVE THAT PIPELINE, AND NO CONNECTION JOINT SHALL IN THE WATER MAIN WITHIN 8 HORIZONTAL FEET OF THE PIPELINE.

(C) SECTION 64572(e):
THE VERTICAL SEPARATION SPECIFIED IN "A" IS ONLY REQUIRED WHEN THE HORIZONTAL DISTANCE BETWEEN A WATER MAIN AND PIPELINE IS LESS THAN 10-FEET.

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

(SEE SHEET C2)

(SEE SHEET C5)

(SEE SHEET C6)

HIGHWAY 65

STATE of CALIFORNIA

PROJECT BOUNDARY

STATE of CALIFORNIA

SCALE: 1" = 20'

BIO-RETENTION BASIN (7/C14)

DOUBLE TRASH ENCLOSURE

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN (7/C14)

BIO BASIN AREA = 3,234 sf

BASIN AREA = 1,364 sf

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN (7/C14)

DOUBLE TRASH ENCLOSURE

APT. BLDG. 4
FINISHED FLOOR = 121.44
INV.=117.27-6"SS

APT. BLDG. 5
FINISHED FLOOR = 120.94
INV.=116.77-6"SS

CLUBHOUSE
FINISHED FLOOR = 121.80
INV.=117.97-4"SS

TH APT. 9 FINISHED FLOOR = 120.60
INV.=115.10-4"SS

TH APT. 10 FINISHED FLOOR = 120.60
INV.=114.76-4"SS

APARTMENT BLDG. 6
FINISHED FLOOR = 121.46
INV.=116.46-6"SS

FINISHED FLOOR = 122.83

COVERED PARKING

TE

LS

UTILITY KEYNOTES

(Y) NO OVERHEAD UTILITY LINES ARE ALLOWED ABOVE THE AERIAL FIRE APPARATUS ROADS or BETWEEN ROADS AND BUILDINGS (THE ENTIRE PROJECT IS BEING BUILT AS AN UNDERGROUND UTILITY PROJECT WITH NO UTILITIES BEING PROPOSED AS AERIAL)

(Z) WATER at 30" COVER (SEWER and STORM DRAIN SHALL HAVE 12" MINIMUM CLEARANCE BELOW WATER)
SEWER WILL TYPICALLY BE BELOW STORM DRAIN PIPING

WATER KEYNOTES

CALIFORNIA DRPARTMENT OF PUBLIC HEALTH (CDPH)

(A) SECTION 64572(b):
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UTILITY CLEARANCES

(2) PAVEMENT=120.6
INV.=117.00-8"WL
INV.=111.04-8"SS

(3) PAVEMENT=119.4
INV.=115.80-8"WL
INV.=109.99-8"SS

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

1170

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

dwg. no. J-1445

WEST OAKS APARTMENT
PRELIMINARY UTILITY PLAN
City of Rocklin, California

scale H: 1"=20'

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp. 12/31/2023
CIVIL
STATE OF CALIFORNIA

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.

C4 of

(SEE SHEET C3)

(SEE SHEET C4)

TH APT. 2 FINISHED FLOOR = 121.85

TH APT. 3 FINISHED FLOOR = 121.85

TH APT. 4 FINISHED FLOOR = 121.40

TH APT. 5 FINISHED FLOOR = 121.40

TH APT. 6 FINISHED FLOOR = 120.95

TH APT. 7 FINISHED FLOOR = 120.95

TH APT. 8 FINISHED FLOOR = 120.50

CLUBHOUSE
FINISHED FLOOR = 121.80
INV.=117.97-4"SS

TH APT. 9
INV.=115.10-4"SS
FINISHED FLOOR = 120.60

TH APT. 10
INV.=114.76-4"SS
FINISHED FLOOR = 120.60

APT 6
FINISHED FLOOR = 121.46

COVERED PARKING

PROJECT BOUNDARY

PLEASANT GROVE CREEK TRIBUTARY (2)

30" TUBULAR METAL FENCE w/ MASONRY PILASTERS (1/C7) (2/C7)

SINGLE TRASH ENCLOSURE

one less standard stall

(SEE SHEET C7)

SCALE:1"=20'

UTILITY KEYNOTES

(Y) NO OVERHEAD UTILITY LINES ARE ALLOWED ABOVE THE AERIAL FIRE APPARATUS ROADS or BETWEEN ROADS AND BUILDINGS (THE ENTIRE PROJECT IS BEING BUILT AS AN UNDERGROUND UTILITY PROJECT WITH NO UTILITIES BEING PROPOSED AS AERIAL)

(Z) WATER at 30" COVER (SEWER and STORM DRAIN SHALL HAVE 12" MINIMUM CLEARANCE BELOW WATER)
SEWER WILL TYPICALLY BE BELOW STORM DRAIN PIPING

WATER KEYNOTES
CALIFORNIA DRPARTMENT OF PUBLIC HEALTH (CDPH)

(A) SECTION 64572(b):
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UTILITY CLEARANCES

(5) PAVEMENT=118.6
INV.=115.00-8"WL
INV.=108.91-8"SS

SITE CONCEPTUAL LAYOUT DONE BY:
HRGA ARCHITECTS

dwg. no. J-1445

WEST OAKS APARTMENT
PRELIMINARY UTILITY PLAN
City of Rocklin, California

scale H: 1"=20'

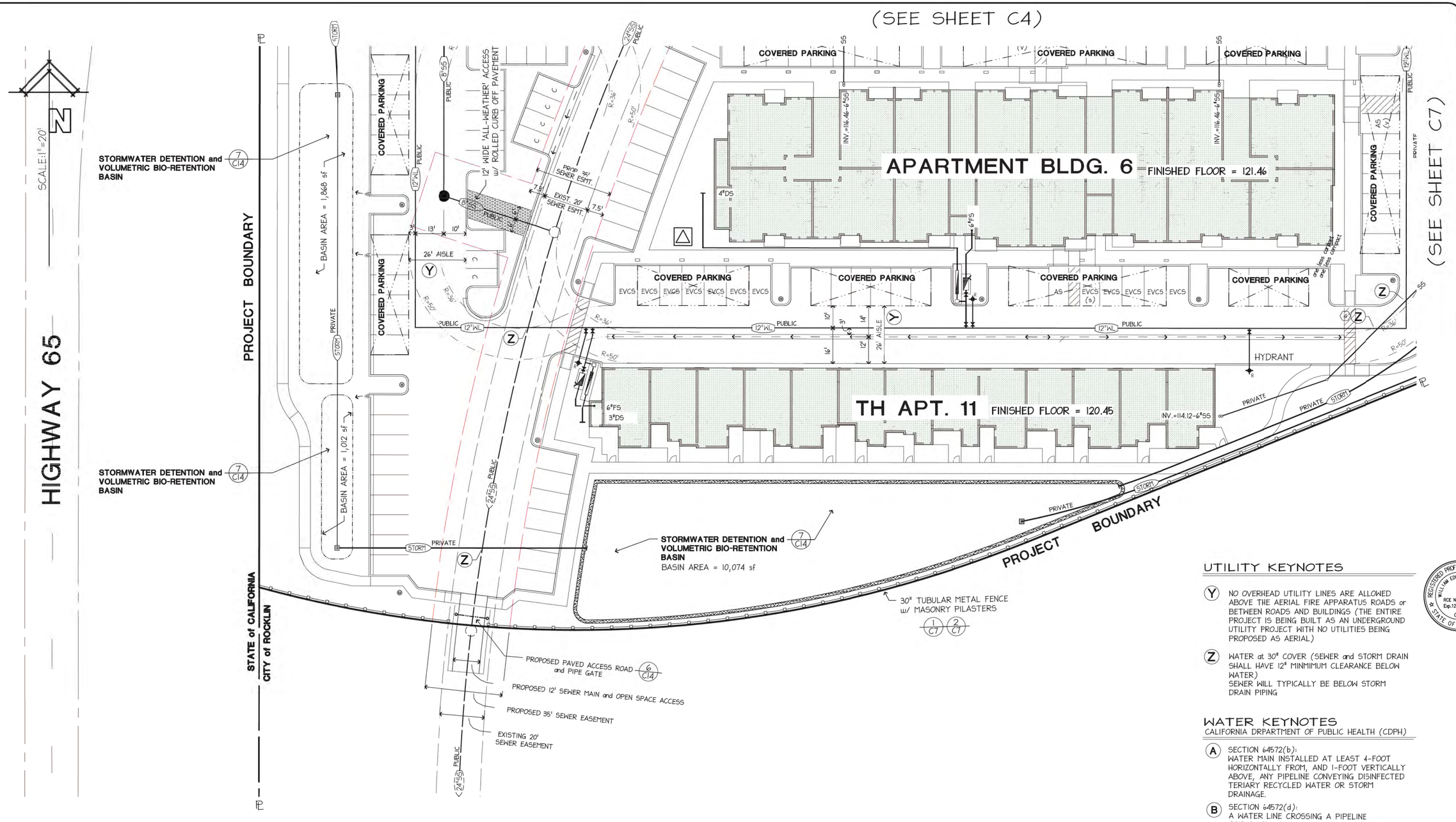
date JULY 2023

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.

C5 of



UTILITY KEYNOTES

(Y) NO OVERHEAD UTILITY LINES ARE ALLOWED ABOVE THE AERIAL FIRE APPARATUS ROADS or BETWEEN ROADS AND BUILDINGS (THE ENTIRE PROJECT IS BEING BUILT AS AN UNDERGROUND UTILITY PROJECT WITH NO UTILITIES BEING PROPOSED AS AERIAL)

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WATER KEYNOTES

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UTILITY CLEARANCES

(4) PAVEMENT=119.5
INV.=115.90-8"WL
INV.=110.76-6"SS

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

dwg. no. J-1445

WEST OAKS APARTMENT
PRELIMINARY UTILITY PLAN
City of Rocklin, California

scale H: 1"=20'

date JULY 2023

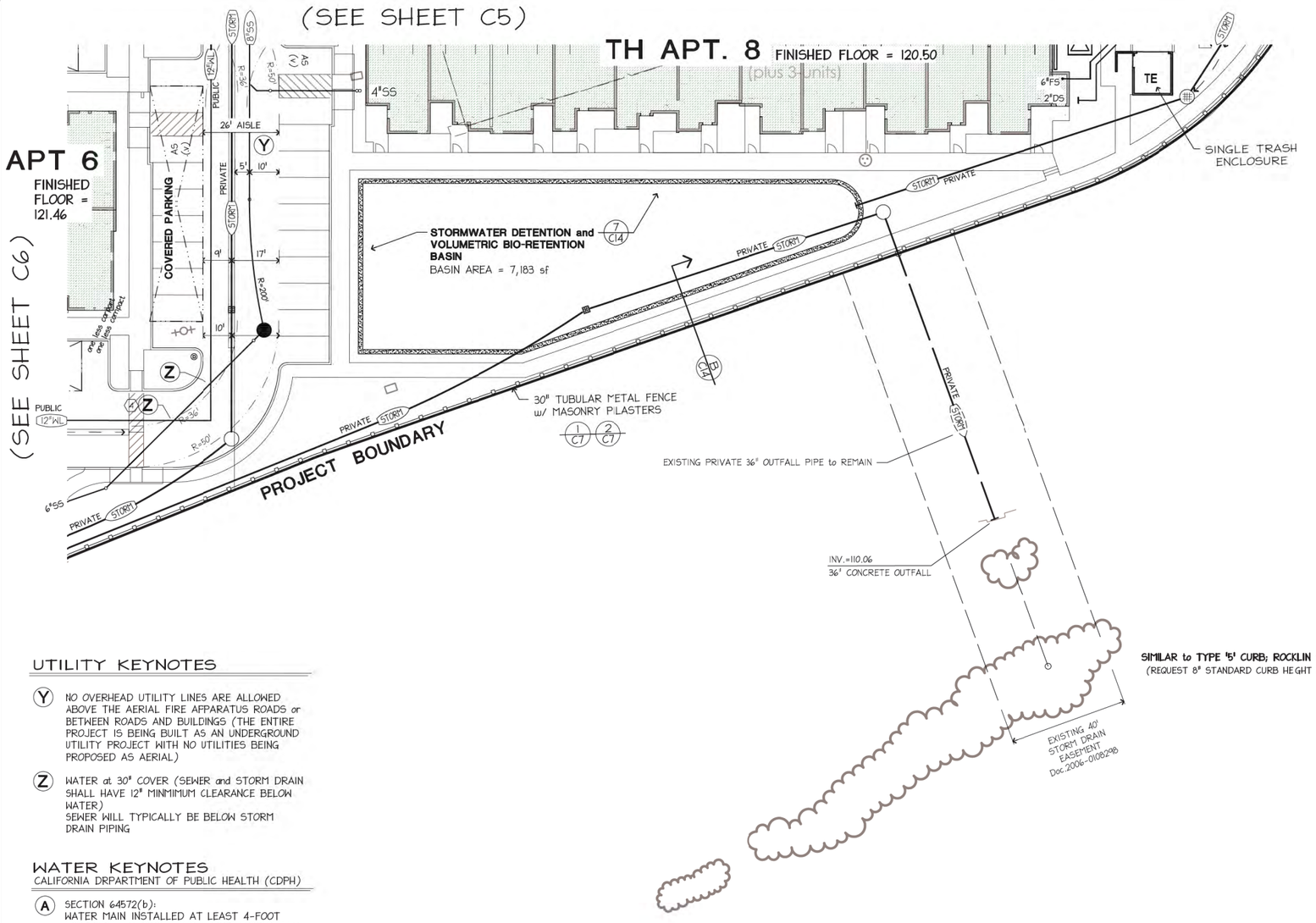
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drawn WGS
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RCE 23429

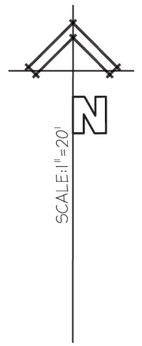
datum U.S.G.S.

c6 of

1172

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS





PLEASANT GROVE CREEK

UTILITY KEYNOTES

(Y) NO OVERHEAD UTILITY LINES ARE ALLOWED ABOVE THE AERIAL FIRE AFPARATUS ROADS or BETWEEN ROADS AND BUILDINGS (THE ENTIRE PROJECT IS BEING BUILT AS AN UNDERGROUND UTILITY PROJECT WITH NO UTILITIES BEING PROPOSED AS AERIAL)

(Z) WATER at 30" COVER (SEWER and STORM DRAIN SHALL HAVE 12" MINMIMUM CLEARANCE BELOW WATER)
SEWER WILL TYPICALLY BE BELOW STORM DRAIN PIPING

WATER KEYNOTES

CALIFORNIA DRPARTMENT OF PUBLIC HEALTH (CDPH)

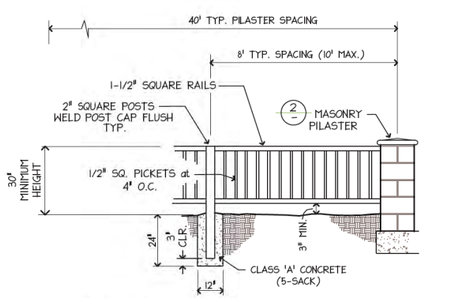
(A) SECTION 64572(b):
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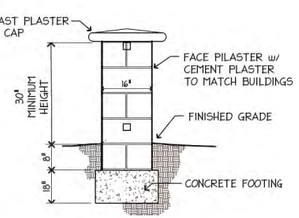
(C) SECTION 64572(e):
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UTILITY CLEARANCES

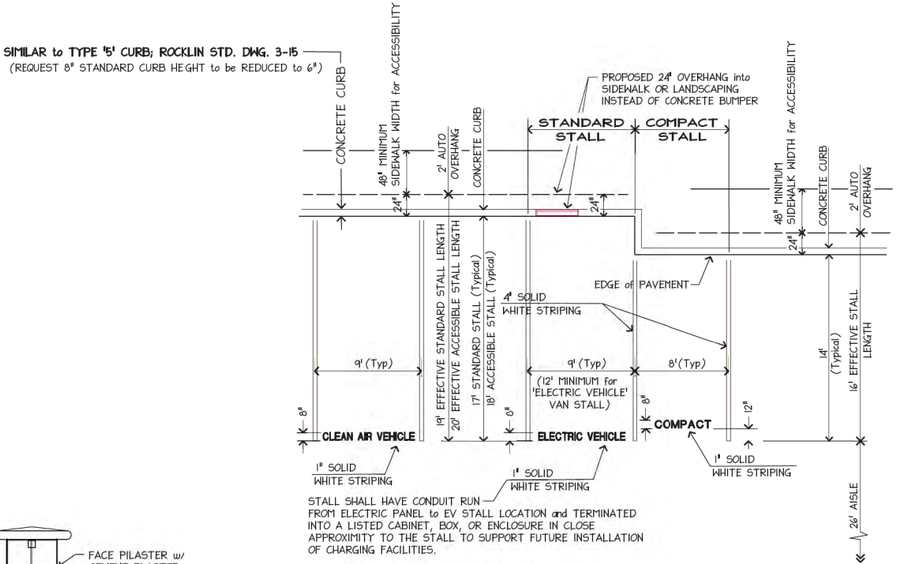
(4) PAVEMENT=119.5
INV.=115.90-8"WL
INV.=110.76-6"SS



1 TUBULAR METAL FENCE
ALL METAL SHALL BE MEDIUM GAGE STEEL BLACK POWDER-COATED
N.T.S.



2 MASONRY PILASTER
N.T.S.



STANDARD STALL (9'x17' w/ 2' OVERHANG)
C = COMPACT STALL (8'x14' w/ 2' OVERHANG)
AS = ACCESSIBSLE STALL (9'x18' w/ 2' OVERHANG and 5' LOADING)
AS(v) = ACCESSIBSLE STALL-VAN (9'x18' w/ 2' OVERHANG and 8' LOADING)

EVCS(s) = ELECTRIC VEHICLE CHARGING STATION-STD. ACCESSIBLE (9'x18' w/ 2' OVERHANG and 5' LOADING)
EVCS(v) = ELECTRIC VEHICLE CHARGING STATION-VAN ACCESSIBLE (12'x18' w/ 2' OVERHANG and 5' LOADING)
EVCS = ELECTRIC VEHICLE CHARGING STATION (10'x18' w/ 2' OVERHANG and NO LOADING)

CAV = CLEAN AIR VEHICLE (9'x17' w/ 2' OVERHANG)

3 TYP. PARKING STALLS
ALL ONSITE PAVEMENT STRIPING and SYMBOLS SHALL BE PAINTED WITH TRAFFIC GRADE PAINT.
N.T.S.

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

dwg. no. J-1445

WEST OAKS APARTMENT
PRELIMINARY UTILITY PLAN
City of Rocklin, California

scale H: 1"=20'
date JULY 2023
designed WGS
drawn WGS
checked
approved
RCE 23429
datum U.S.G.S.

C7 of

1173

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

SCALE: 1" = 20'

HIGHWAY 65

STATE of CALIFORNIA

CITY of ROCKLIN
PLACER COUNTY
(CURRENTLY BEING ANNEXED)

PEDESTRIAN RESISTANT ELECTRIC OPERATED AUTOMATIC GATE EQUIPED WITH 'KNOX' KEY and OPTICOM DEVICE and OPENABLE WITH RADIO FREQUENCY CONTROLLED BY "CLICK-2-ENTER".

to MENLO COURT

20' EVA and WATERLINE EASEMENT REQUIRED from MENLO DRIVE to CITY of ROCKLIN BOUNDARY

6' HIGH MASONRY WALL w/ RETAINING

PROJECT BOUNDARY

EXISTING GATE

EXIST. AC

ASPH

FAN

APARTMENT BLDG. 2
FINISHED FLOOR = 123.10

APT BLDG. 1
FINISHED FLOOR = 123.10

APARTMENT BLDG. 3
FINISHED FLOOR = 122.83

OVERLAND RELEASE

PLACER COUNTY (CURRENTLY BEING ANNEXED to ROCKLIN)
CITY of ROCKLIN

PIPE

CONCRETE

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN

BASIN AREA = 3,234 sf

CUT = 16,024 CY
FILL = 12,515 CY

SHRINKAGE FACTOR =
EXISTING IMPORTED SOIL at 20%
NATIVE MEHRTEN SOIL at 15% expansion

UTILIZING A 10% SHRINKAGE FACTOR THE SITE IS CLOSE TO A BALANCE WITH A SMALL AMOUNT OF EXCESS.

THESE PRELIMINARY GRADES WILL NEED TO BE RAISED 0.8'± FROM THE ELEVATIONS SHOWN TO BALANCE.

FINAL GRADING ADJUSTMENTS SHALL BE MADE DURING DEVELOPMENT OF CONSTRUCTION DRAWINGS.

BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED LS.5250 at INTERSECTION OF BLUE OAKS BLVD. AND LONETREE BOULEVARD/FAIRWAY DR.
[NAVD 29 = NAVD 88 - 2.33']

(SEE SHEET C9)

(SEE SHEET C10)

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

dwg. no. J-1445

PRELIMINARY GRADING and DRAINAGE PLAN

WEST OAKS APARTMENT

City of Rocklin, California

scale H: 1"=20'

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITchELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.

C8 of

1174

EXISTING 100-YEAR FLOOD PLAIN

THE 100-YEAR FLOOD PLAIN LABEL SHOWN ON THESE PLANS REPRESENTS the FEMA FLOODWAY ON THE FEDERAL INSURANCE RATE MAP (FIRM) PANEL NUMBER 06061C0911H, EFFECTIVE NOVEMBER 2, 2018
AND THAT SHOWN WITHIN IN THE ENGINEERING ANALYSIS OF THE PLEASANT GROVE CREEK TRIBUTARY 2 AS PART OF THE CONSTRUCTION OF THE WEST OAK STREET BRIDGE CONNECTING THIS PROJECT TO THE TERMINUS OF WEST OAKS BOULEVARD.
A FEMA APPLICATION FOR A 'CLOMR' IS CURRENTLY BEING PROCESSED.

(SEE SHEET C8)

100-YR FLOOD PLAIN (FEMA FIRM)
100-YR FLOOD PLAIN (CLOMR)
EXIST. AC
EXIST. 50' DRAINAGE EASEMENT
PROPOSED DRAINAGE EASEMENT (TO BE MAINTAINED BY OWNER)
SCALE: 1" = 20'
6' HIGH MASONRY WALL W/ RETAINING
PROJECT BOUNDARY
CITY of ROCKLIN
PLACER COUNTY (CURRENTLY BEING ANNEXED to ROCKLIN)
EXIST. 20' DRAINAGE ESMT.
OVERLAND RELEASE
117.07 NAVD29 [FIRM=119.4 NAVD88] [S&W=121.2 NAVD88]
118.87 NAVD29 [S&W=121.2 NAVD88]
PROPOSED 6' MINIMUM WIDTH FIRE ACCESS SECURED w/ CITY LOCK
APARTMENT BLDG. 1
FINISHED FLOOR = 123.10
TH APT. 1
FINISHED FLOOR = 121.91
TH APT. 2
FINISHED FLOOR = 121.85
TH APT. 3
FINISHED FLOOR = 121.85
(SEE SHEET C11)
END of BRIDGE IMPROVEMENTS
EXIST. CONC. BRIDGE DECK
EXIST. CONC. APRON
RAISED MEDIAN
CENTER CREEK
30" TUBULAR METAL FENCE w/ MASONRY PILASTERS
100-YR FLOOD PLAIN (CLOMR)
100-YR FLOOD PLAIN (FEMA FIRM)
CONC
ASPH
R/W

BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED LS.5250 at INTERSECTION OF BLUE OAKS BLVD. AND LONETREE BOULEVARD/FAIRWAY DR. [NAVD 29 = NAVD 88 - 2.33']

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

dwg. no. J-1445

PRELIMINARY GRADING and DRAINAGE PLAN

WEST OAKS APARTMENT

City of Rocklin, California

scale H: 1"=20'

date JULY 2023

designed WGS
drawn WGS
checked
approved RCE 23429

datum U.S.G.S.

C9 of

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

(SEE SHEET C8)

(SEE SHEET C11)

(SEE SHEET C12)

SCALE: 1" = 20'

HIGHWAY 65

STATE of CALIFORNIA

PROJECT BOUNDARY

BIO-RETENTION BASIN (7/C14)

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN (7/C14)

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN (7/C14)

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN (7/C14)

BASIN AREA = 3,234 sf

BASIN AREA = 1,364 sf

OVERLAND RELEASE

OVERLAND RELEASE

OVERLAND RELEASE

SIGN

WL 117.2

RIM=119.33 BTM=118.88

RIM=118.74 BTM=118.21

RIM=118.17 BTM=117.67

RIM=115.50 BTM=115.00

CONCRETE

CONCRETE

FINISHED FLOOR = 122.83

APT. BLDG. 4
FINISHED FLOOR = 121.44

FIRE
UTILITY
ELEC

APT. BLDG. 5
FINISHED FLOOR = 120.94

CLUBHOUSE
FINISHED FLOOR = 121.80

TH APT. 9 FINISHED FLOOR = 120.60

TH APT. 10 FINISHED FLOOR = 120.60

APARTMENT BLDG. 6 FINISHED FLOOR = 121.46

STORM

BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL
w/ PUNCH MARK STAMPED LS.5250
at INTERSECTON OF BLUE OAKS BLVD.
AND LONETREE BOULEVARD/FAIRWAY DR.
[NAVD 29 = NAVD 88 - 2.33']

dwg. no. J-1445

WEST OAKS APARTMENT

PRELIMINARY GRADING and DRAINAGE PLAN

City of Rocklin, California

scale H: 1"=20'

date JULY 2023

designed WGS

drawn WGS

checked

approved

RCE 23429

datum U.S.G.S.

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

C10 of

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

(SEE SHEET C9)

(SEE SHEET C10)

100-YR FLOOD PLAIN (CLOMR)

100-YR FLOOD PLAIN (FEMA FIRM)

TH APT. 2 FINISHED FLOOR = 121.85

TH APT. 3 FINISHED FLOOR = 121.85

TH APT. 4 FINISHED FLOOR = 121.40

TH APT. 5 FINISHED FLOOR = 121.40

TH APT. 6 FINISHED FLOOR = 120.95

TH APT. 7 FINISHED FLOOR = 120.95

TH APT. 8 FINISHED FLOOR = 120.50

CLUBHOUSE
FINISHED FLOOR = 121.80

TH APT. 9
FINISHED FLOOR = 120.60

TH APT. 10
FINISHED FLOOR = 120.60

APT 6
FINISHED FLOOR = 121.46

PROJECT BOUNDARY

PROPOSED 6' MIN WIDTH FIRE ACCESS GATE, SECURED W/ CITY LOCK

30" TUBULAR METAL FENCE w/ MASONRY PILASTERS

100-YR FLOOD PLAIN (FEMA FIRM)

PLEASANT GROVE CREEK TRIBUTARY (2)

EXISTING 100-YEAR FLOOD PLAIN

REPRESENTS the FEMA FLOODWAY ON THE FEDERAL INSURANCE RATE MAP (FIRM) PANEL NUMBER 06061C0941H, EFFECTIVE NOVEMBER 2, 2018

113.37 NAVD29
(FIRM=115.7 NAVD88)

BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED LS.5250 at INTERSECTON OF BLUE OAKS BLVD. AND LONETREE BOULEVARD/FAIRWAY DR.
[NAVD 29 = NAVD 88 - 2.33']

SCALE: 1"=20'

(SEE SHEET C13)

SITE CONCEPTUAL LAYOUT DONE BY:
HRGA ARCHITECTS

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

dwg. no. J-1445

PRELIMINARY GRADING and DRAINAGE PLAN

WEST OAKS APARTMENT

City of Rocklin, California

scale H: 1"=20'

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER WILLIAM EDWARD MITchell RCE No. 23429 Exp.12/31/2023 CIVIL STATE OF CALIFORNIA

designed WGS

drawn WGS

checked

approved

RCE 23429

datum U.S.G.S.

C11 of

1177

(SEE SHEET C10)

(SEE SHEET C13)

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN

BASIN AREA = 1,868 sf

BASIN AREA = 1,012 sf

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN
BASIN AREA = 10,074 sf

PROJECT BOUNDARY

APARTMENT BLDG. 6 FINISHED FLOOR = 121.46

TH APT. 11 FINISHED FLOOR = 120.45

PROPOSED ROCKERY WALL

PROPOSED ACCESS ROAD PIPE GATE

30" TUBULAR METAL FENCE w/ MASONRY PILASTERS

SIDEWALK RETAINING WALL

OVERLAND RELEASE

HIGHWAY 65

STATE of CALIFORNIA

CITY of ROCKLIN

SCALE: 1" = 20'

SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS

BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL
w/ PUNCH MARK STAMPED LS.5250
at INTERSECTON OF BLUE OAKS BLVD.
AND LONETREE BOULEVARD/FAIRWAY DR.
[NAVD 29 = NAVD 88 - 2.33']

dwg. no. J-1445

WEST OAKS APARTMENT

PRELIMINARY GRADING and DRAINAGE PLAN

City of Rocklin, California

scale H: 1"=20'

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

designed WGS

drawn WGS

checked

approved RCE 23429

datum U.S.G.S.

C12 of

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

(SEE SHEET 11)

(SEE SHEET C12)

TH APT. 8 FINISHED FLOOR = 120.50
(plus 3 units)

APT 6
FINISHED FLOOR = 121.46

PROPOSED ROCKERY WALL

STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN
BASIN AREA = 7,183 sf

RIM=115.33
BTTM=114.83

PROP. ROCKERY WALL

PROJECT BOUNDARY

30" TUBULAR METAL FENCE w/ MASONRY PILASTERS

EXISTING PRIVATE 36" OUTFALL PIPE to REMAIN

INV.=110.06
36" CONCRETE OUTFALL

@VERIFIED RIM ELEVATION

100-YR FLOOD PLAIN (FEMA FIRM)

PLEASANT GROVE CREEK

112.67 NAVD29
(FIRM:1960 NAVD88)

SCALE: 1"=20'

EXISTING 100-YEAR FLOOD PLAIN

REPRESENTS the FEMA FLOODWAY ON THE FEDERAL INSURANCE RATE MAP (FIRM) PANEL NUMBER 06061C0941H, EFFECTIVE NOVEMBER 2, 2018

TOPO 1"=40'CI 1'

BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED LS.5250 at INTERSECTION OF BLUE OAKS BLVD. AND LONETREE BOULEVARD/FAIRWAY DR.
(NAVD 29 = NAVD 88 - 2.33')

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD WITCRELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

dwg. no. J-1445

PRELIMINARY GRADING and DRAINAGE PLAN
City of Rocklin, California

WEST OAKS APARTMENT

scale H: 1"=20'

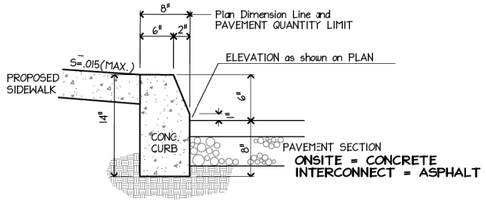
date JULY 2023

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.

C 13 of

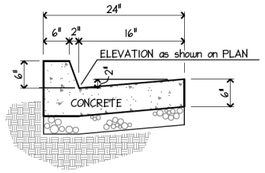
SITE CONCEPTUAL LAYOUT
DONE BY: HRGA ARCHITECTS



1 CONCRETE BARRIER CURB

NTS

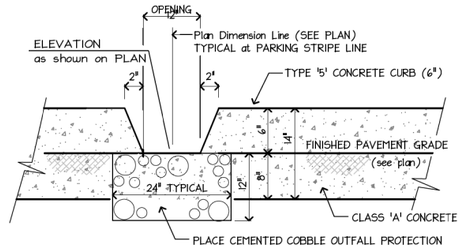
- SIMILAR to TYPE '5' CURB; ROCKLIN STD. DWG. 3-15
(REQUEST 8" STANDARD CURB HEIGHT tc be REDUCED to 6')



2 CURB and GUTTER

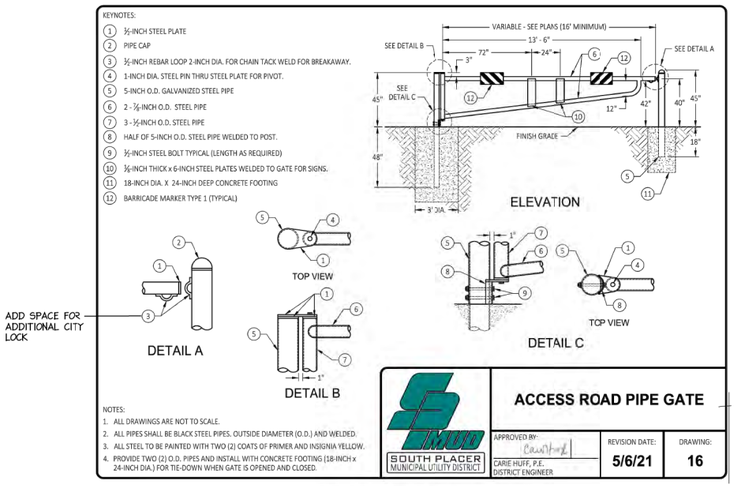
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- SIMILAR to TYPE '2' CURB; ROCKLIN STD. DWG. 3-15



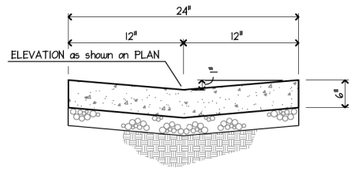
4 CURB OPENING

NTS



6 ACCESS ROAD PIPE GATE

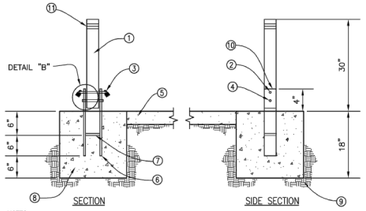
NTS



2 VALLEY GUTTER

NTS

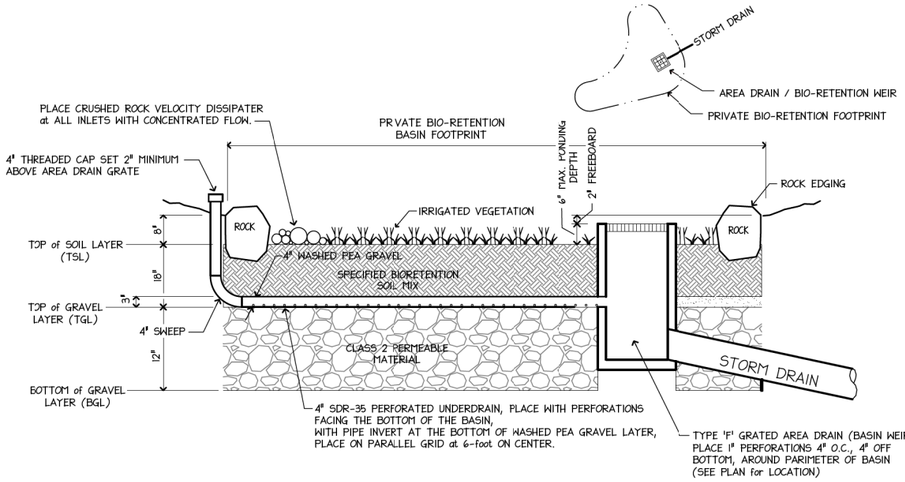
- SIMILAR to TYPE '2' CURB; ROCKLIN STD. DWG. 3-15



5 CITY BOLLARD DETAIL

NTS

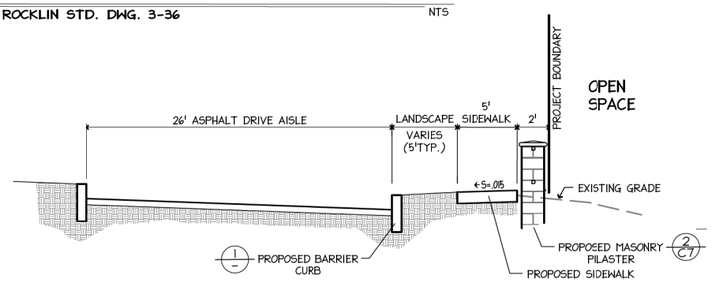
- ROCKLIN STD. DWG. 3-36



7 TYPICAL STORMWATER DETENTION and VOLUMETRIC BIO-RETENTION BASIN

NTS

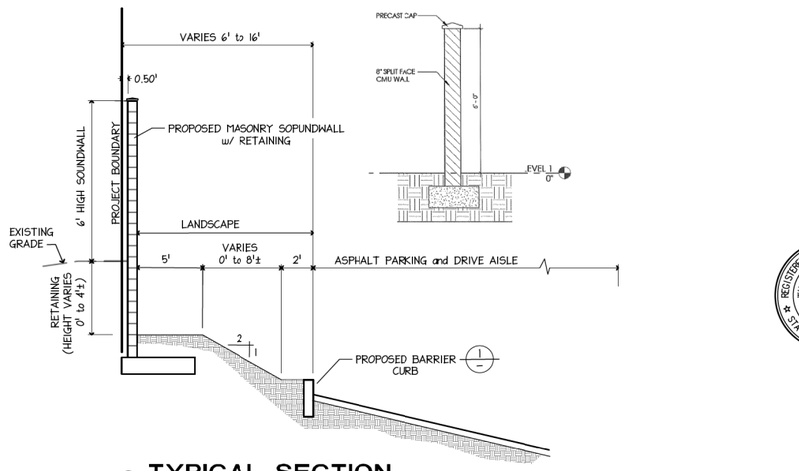
(ALL L.I.D. BIO-RETENTION BASINS are a PRIVATE FACILITIES)



A TYPICAL SECTION

- EAST PROPERTY LINE

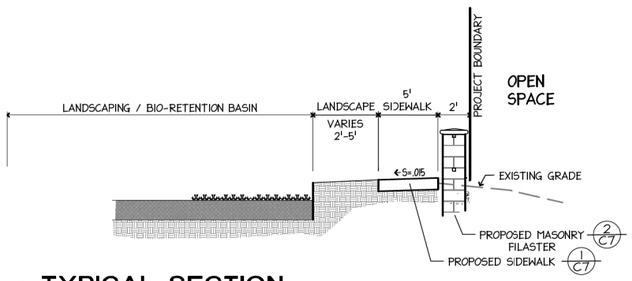
NTS



C TYPICAL SECTION

- NORTH PROPERTY LINE

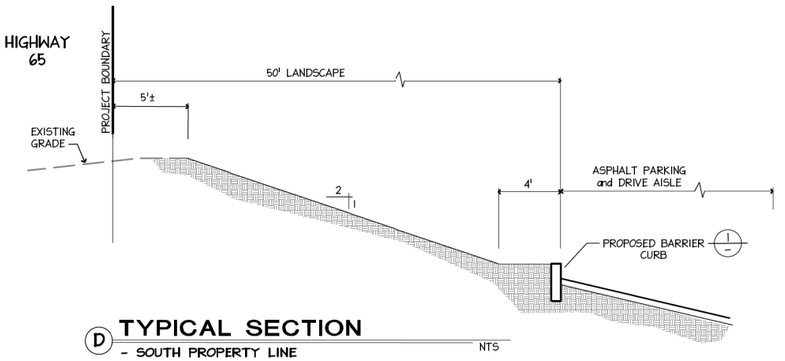
NTS



B TYPICAL SECTION

- SOUTH PROPERTY LINE

NTS



D TYPICAL SECTION

- SOUTH PROPERTY LINE

NTS

dwg. no. J-1445

WEST OAKS APARTMENT

DETAILS and SECTIONS

City of Rocklin, California

scale AS NOTED

date JULY 2023

REGISTERED PROFESSIONAL ENGINEER WILLIAM EDWARD MITCHELL RCE No. 23429 Exp.12/31/2023 CIVIL STATE OF CALIFORNIA

designed WGS

drawn WGS

checked

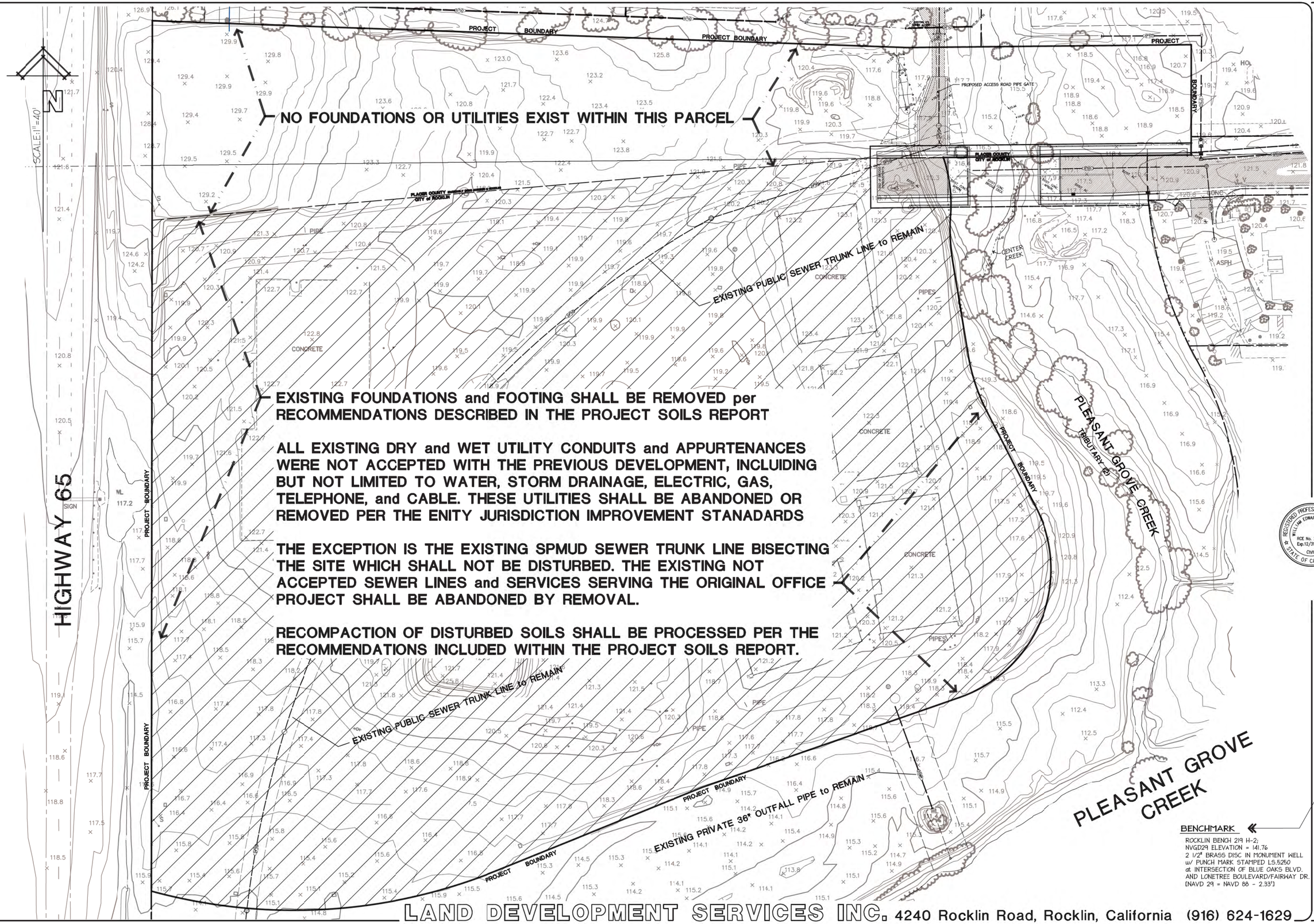
approved

RCE 23429

datum U.S.G.S.

C 14 of

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629



BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED LS.5250 at INTERSECTION OF BLUE OAKS BLVD. AND LONETREE BOULEVARD/FAIRWAY DR. (NAVD 29 = NAVD 88 - 2.33')

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

dwg. no. J-1445

PRELIMINARY DEMOLITION PLAN

WEST OAKS APARTMENT

City of Rocklin, California

scale H: 1"=40'

date JULY 2023

designed WGS

drawn WGS

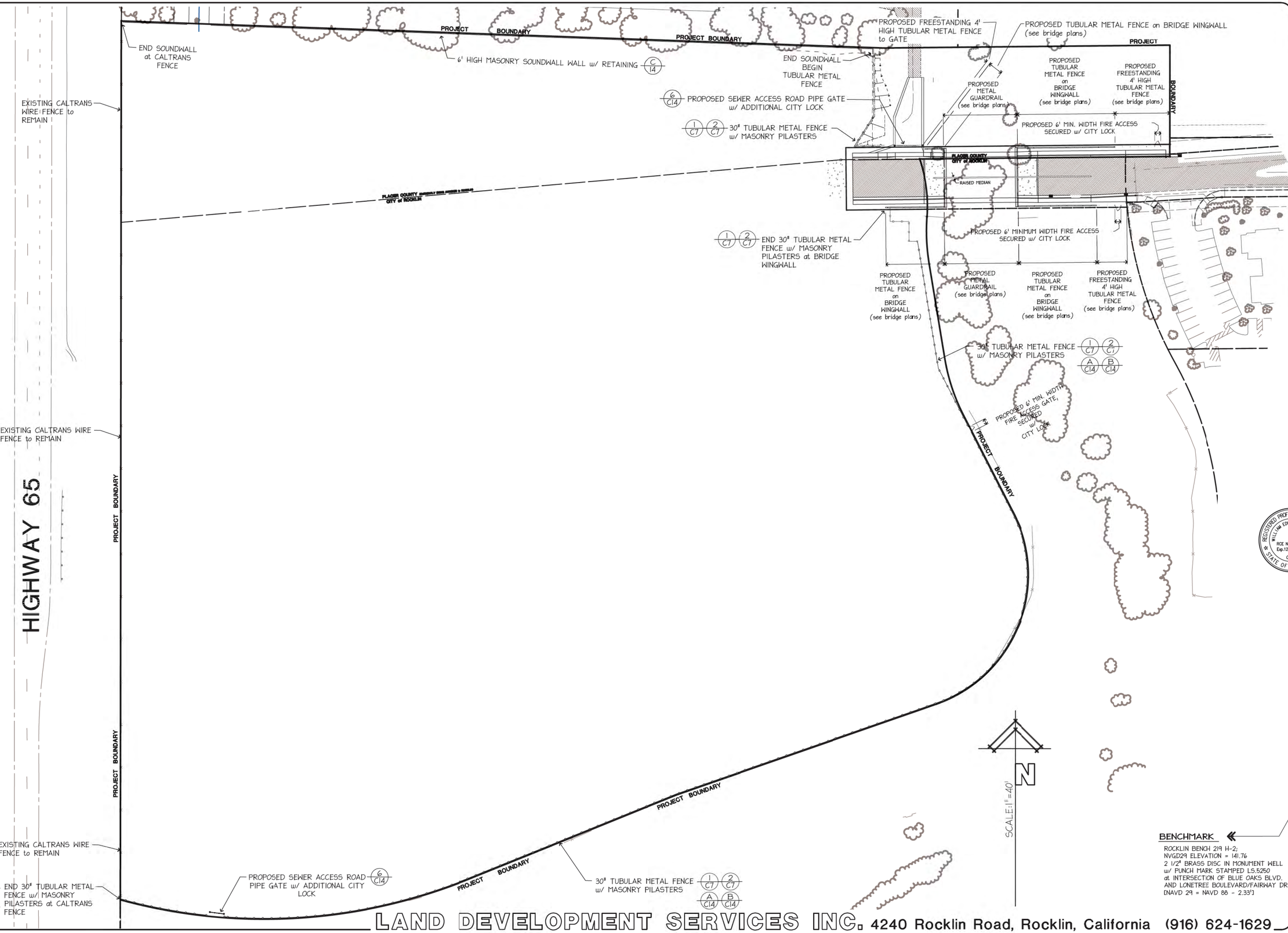
checked

approved

RCE 23429

datum U.S.G.S.

C 15 of



BENCHMARK

ROCKLIN BENCH 219 H-2;
NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL
w/ PUNCH MARK STAMPED LS.5250
at INTERSECTION OF BLUE OAKS BLVD.
AND LONETREE BOULEVARD/FAIRWAY DR.
[NAVD 29 = NAVD 88 - 2.33']

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

dwg. no. J-1445

PRELIMINARY FENCING PLAN

WEST OAKS APARTMENT

City of Rocklin, California

scale H: 1"=40'

date JULY 2023

designed WGS
drawn WGS
checked
approved
RCE 23429

datum U.S.G.S.

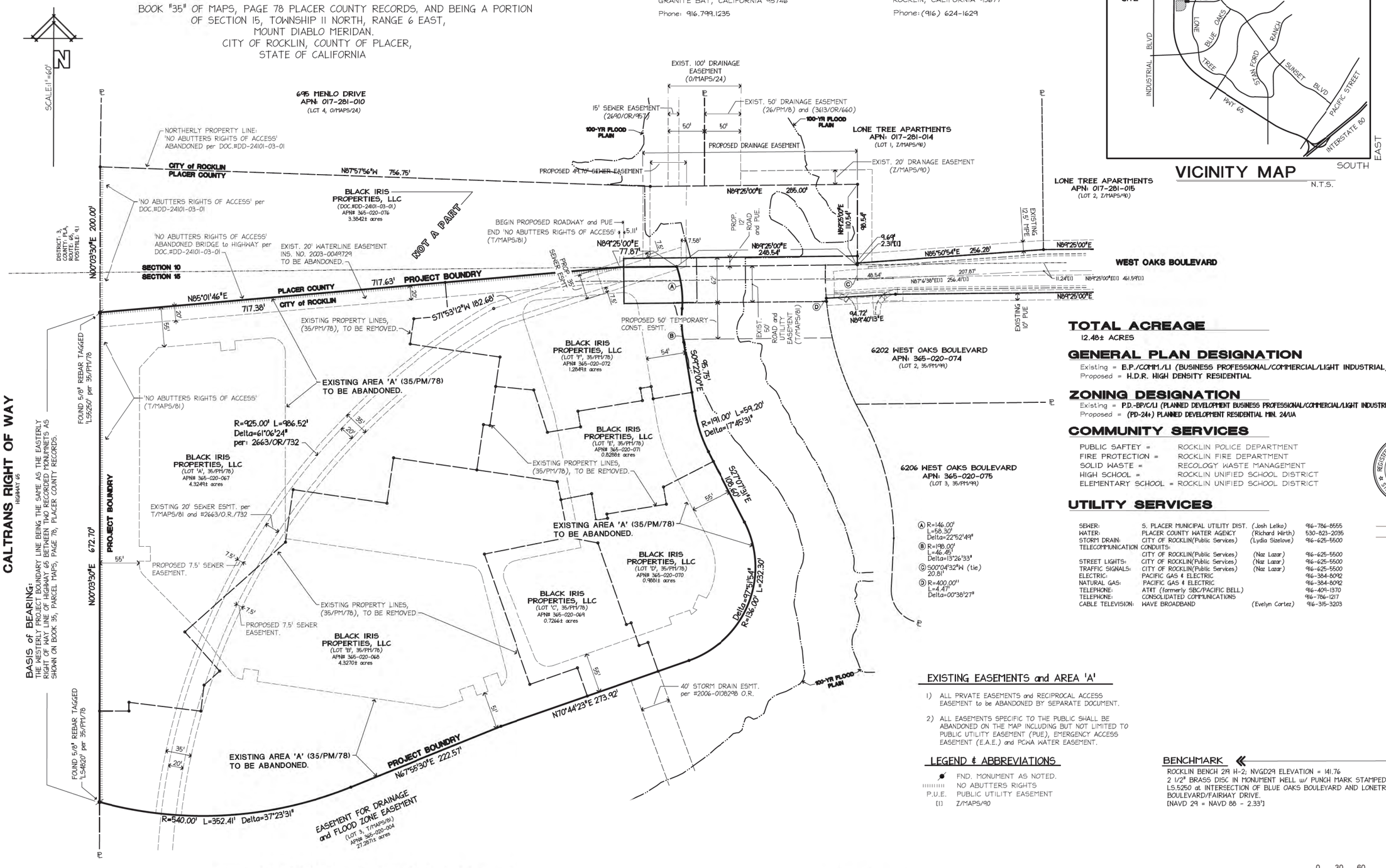
C16 of

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629

TENTATIVE MAP

LOT 1 (ATHERTON CENTER)

BOOK "35" OF MAPS, PAGE 78 PLACER COUNTY RECORDS, AND BEING A PORTION OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

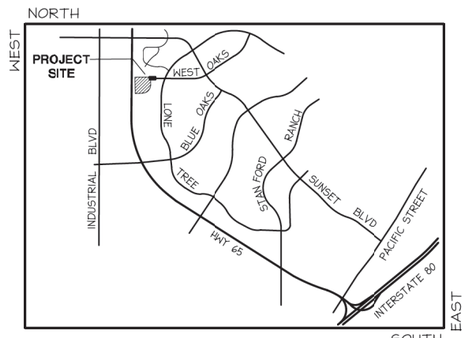


OWNER / DEVELOPER

BLACK IRIS PROPERTIES, LLC
contact: ZIYAD MANSOUR (zmansour1997@gmail.com)
4647 KING RANCH PLACE
GRANITE BAY, CALIFORNIA 95746
Phone: 916.799.1235

ENGINEER

LAND DEVELOPMENT SERVICES
contact: BILL MITCHELL (ldseng@pacbell.net)
4240 ROCKLIN ROAD #9
ROCKLIN, CALIFORNIA 95677
Phone: (916) 624-1629



VICINITY MAP

N.T.S.

TOTAL ACREAGE

12.48± ACRES

GENERAL PLAN DESIGNATION

Existing = B.P./COMM./LI (BUSINESS PROFESSIONAL/COMMERCIAL/LIGHT INDUSTRIAL).
Proposed = H.D.R. HIGH DENSITY RESIDENTIAL

ZONING DESIGNATION

Existing = P.D.-BP/C/LI (PLANNED DEVELOPMENT BUSINESS PROFESSIONAL/COMMERCIAL/LIGHT INDUSTRIAL).
Proposed = (PD-24+) PLANNED DEVELOPMENT RESIDENTIAL MIN. 24/UA

COMMUNITY SERVICES

PUBLIC SAFTEY =	ROCKLIN POLICE DEPARTMENT
FIRE PROTECTION =	ROCKLIN FIRE DEPARTMENT
SOLID WASTE =	RECOLOGY WASTE MANAGEMENT
HIGH SCHOOL =	ROCKLIN UNIFIED SCHOOL DISTRICT
ELEMENTARY SCHOOL =	ROCKLIN UNIFIED SCHOOL DISTRICT

UTILITY SERVICES

SEWER:	S. PLACER MUNICIPAL UTILITY DIST.	(Josh Lelko)	916-786-8555
WATER:	PLACER COUNTY WATER AGENCY	(Richard Hirth)	530-823-2035
STORM DRAIN:	CITY OF ROCKLIN(Public Services)	(Lydia Sizelove)	916-625-5500
TELECOMMUNICATION CONDUITS:	CITY OF ROCKLIN(Public Services)	(Naz Lazar)	916-625-5500
STREET LIGHTS:	CITY OF ROCKLIN(Public Services)	(Naz Lazar)	916-625-5500
TRAFFIC SIGNALS:	CITY OF ROCKLIN(Public Services)	(Naz Lazar)	916-625-5500
ELECTRIC:	PACIFIC GAS & ELECTRIC		916-384-8092
NATURAL GAS:	PACIFIC GAS & ELECTRIC		916-384-8092
TELEPHONE:	AT&T (formerly SBC/PACIFIC BELL)		916-409-1370
TELEPHONE:	CONSOLIDATED COMMUNICATIONS		916-786-1217
CABLE TELEVISION:	WAVE BROADBAND	(Evelyn Cortez)	916-315-3203

EXISTING EASEMENTS and AREA 'A'

1) ALL PRVATE EASEMENTS and RECIPROCAL ACCESS EASEMENT to be ABANDONED BY SEPARATE DOCUMENT.

2) ALL EASEMENTS SPECIFIC TO THE PUBLIC SHALL BE ABANDONED ON THE MAP INCLUDING BUT NOT LIMITED TO PUBLIC UTILITY EASEMENT (PUE), EMERGENCY ACCESS EASEMENT (E.A.E.) and PCWA WATER EASEMENT.

LEGEND & ABBREVIATIONS

⌀	FND. MONUMENT AS NOTED.
|||||||||	NO ABUTTERS RIGHTS
P.U.E.	PUBLIC UTILITY EASEMENT
[1]	Z/MAPS/90

BENCHMARK

ROCKLIN BENCH 2A H-2; NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED L5.5250 at INTERSECTION OF BLUE OAKS BOULEVARD AND LONETREE BOULEVARD/FAIRWAY DRIVE.
[NAVD 29 = NAVD 88 - 2.33']

REGISTERED PROFESSIONAL ENGINEER WILLIAM EDWARD MITCHELL RCE No. 23429 Exp.12/31/2023 CIVIL STATE OF CALIFORNIA

0 30 60 Feet

dwg. no. J-1445

SUNSET WEST - LOT 1 (ATHERTON CENTER) WEST OAKS BLVD.
TENTATIVE MAP
City of Rocklin, California

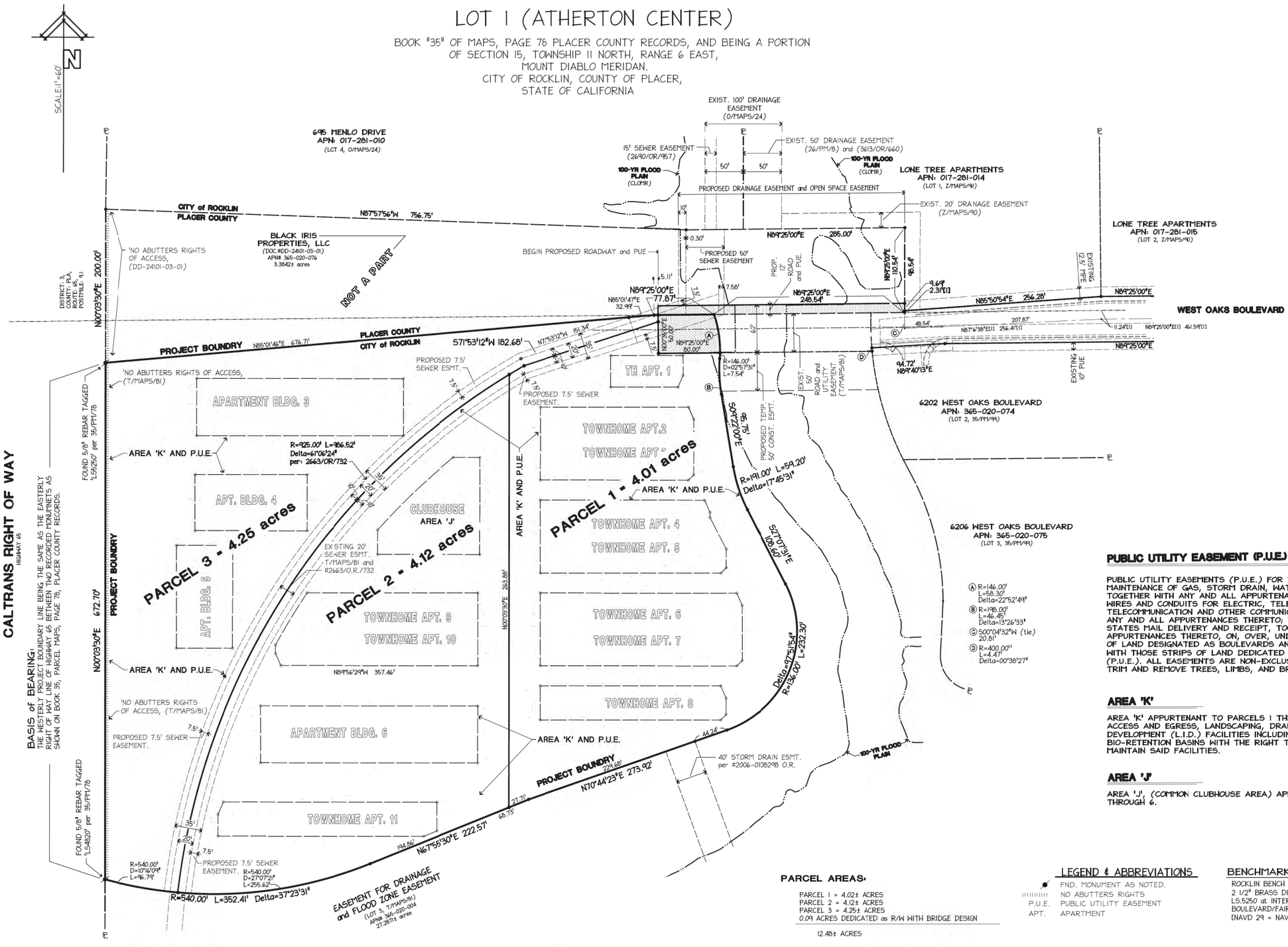
scale 1"= 60'
date JULY 2023
designed BMJ
drawn BMJ
checked
approved
RCE 23429
datum

c1 of 2

TENTATIVE MAP

LOT 1 (ATHERTON CENTER)

BOOK "35" OF MAPS, PAGE 78 PLACER COUNTY RECORDS, AND BEING A PORTION
OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 6 EAST,
MOUNT DIABLO MERIDAN.
CITY OF ROCKLIN, COUNTY OF PLACER,
STATE OF CALIFORNIA



PARCEL AREAS:

PARCEL 1 = 4.02± ACRES
PARCEL 2 = 4.12± ACRES
PARCEL 3 = 4.25± ACRES
0.09 ACRES DEDICATED as R/W WITH BRIDGE DESIGN

12.48± ACRES

LEGEND & ABBREVIATIONS

FND. MONUMENT AS NOTED.
NO ABUTTERS RIGHTS
P.U.E. PUBLIC UTILITY EASEMENT
APT. APARTMENT

BENCHMARK

ROCKLIN BENCH 2A H-2; NVGD29 ELEVATION = 141.76
2 1/2" BRASS DISC IN MONUMENT WELL w/ PUNCH MARK STAMPED L5.5250 at. INTERSECTION OF BLUE OAKS BOULEVARD AND LONETREE BOULEVARD/FAIRWAY DRIVE.
[NAVD 29 = NAVD 88 - 2.33']

PUBLIC UTILITY EASEMENT (P.U.E.)

PUBLIC UTILITY EASEMENTS (P.U.E.) FOR THE INSTALLATION AND MAINTENANCE OF GAS, STORM DRAIN, WATER AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH THE UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS BOULEVARDS AND ROADS SHOWN HEREON TOGETHER WITH THOSE STRIPS OF LAND DEDICATED "PUBLIC UTILITY EASEMENTS" (P.U.E.). ALL EASEMENTS ARE NON-EXCLUSIVE AND INCLUDE THE RIGHT TO TRIM AND REMOVE TREES, LIMBS, AND BRUSH.

AREA 'K'

AREA 'K' APPURTENANT TO PARCELS 1 THROUGH 6, FOR RECIPROCAL ACCESS AND EGRESS, LANDSCAPING, DRAINAGE, LIGHT IMPACT DEVELOPMENT (L.I.D.) FACILITIES INCLUDING BUT NOT LIMITED TO BIO-RETENTION BASINS WITH THE RIGHT TO INSTALL, OPERATE, AND MAINTAIN SAID FACILITIES.

AREA 'J'

AREA 'J', (COMMON CLUBHOUSE AREA) APPURTENANT TO PARCELS 1 THROUGH 6.

Ⓐ R=146.00' L=58.30' Delta=22°52'49"
Ⓑ R=198.00' L=46.45' Delta=13°26'33"
Ⓒ S00°41'32"W (tie) 20.81'
Ⓓ R=400.00'' L=4.47' Delta=00°38'27"

REGISTERED PROFESSIONAL ENGINEER
WILLIAM EDWARD MITCHELL
RCE No. 23429
Exp.12/31/2023
CIVIL
STATE OF CALIFORNIA

0 30 60 Feet

LAND DEVELOPMENT SERVICES INC. 4240 Rocklin Road, Rocklin, California (916) 624-1629 contact: BILL MITCHELL

RECORD DRAWING ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN WHEN THE PROJECT ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE BT THE OWNER, DEVELOPER, CONTRACTOR, OR THE CITY OF ROCKLIN. LAND DEVELOPMENT SERVICES, INC. WILLIAM E. MITCHELL - RCE 23429 DATE

dwg. no. J-1445

SUNSET WEST - LOT 1 (ATHERTON CENTER) WEST OAKS BLVD.
TENTATIVE MAP
City of Rocklin, California

scale 1"= 60'
date JULY 2023
designed BMJ
drawn BMJ
checked
approved
RCE 23429
datum

C2 of 2

O:\LDS JOBS (10-19-10)\J-1445 Black IRIS ATHERTON CENTER\dwg\1445-TM2.dwg, T.M. -2, 7/25/2023 12:41:16 PM

1184



PLANT SCHEDULE

TREES	COMMON NAME
	Autumn Blaze Maple
	Red Sunset Maple
	Deodar Cedar
	Burgundy Lace Desert Willow
	Crape Myrtle
	St. Mary Southern Magnolia
	Sour Gum
	Keith Davey Chinese Pistache
	Majestic Beauty Indian Hawthorne Standard
	Drake Elm
	Sawleaf Zelkova

SHRUBS	COMMON NAME
	Sunset Manzanita
	Cast Iron Plant
	Green Beauty Boxwood
	Bottle Brush
	Rockrose
	African Iris
	Spartan Juniper
	Common Myrtle
	Heaverly Bamboo
	Variegated New Zealand Flax
	Bright 'N Tight Carolina Laurel
	Dwarf Yedda Hawthorne Standard
	Rosemary
	Germander

CONTINUED

	Low Boy Bank Catclaw
	Lowfast Bearberry Cotoneaster
	Creeping Mahonia
	Periwinkle

	COMMON NAME
	Drought Tolerant Fescue Blend Available from Delta Bluegrass. 800 637-8873.

07/15/2022

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PRELIMINARY LANDSCAPE PLAN

WEST OAKS APARTMENTS

6301-6351 West Oaks Blvd, Rocklin, CA

L1

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PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WATER USE
	Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple	15 gal	Medium
	Acer rubrum 'Red Sunset' / Red Sunset Maple	15 gal	Medium
	Cecrus deodara / Deodar Cedar	15 gal	Low
	Lagerstroemia x 'Natchez' / Crape Myrtle	15 gal	Low
	Magnolia grandiflora 'St. Mary' / St. Mary Southern Magnolia	15 gal	Low
	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	Medium
	Pyrus calleryana 'Cleveland Select' / Chanticleer Callery Pear	15 gal	Medium
	Rhaohiolepis i. 'Majestic Beauty' TM / Majestic Beauty Indian Hawthorne	15 gal	Low
	Ulmus parvifolia 'Drake' / Drake Elm	15 gal	Low
	Zelkova serrata 'Village Green' / Sawleaf Zelkova	15 gal	Medium

SHRUBS	BOTANICAL / COMMON NAME	SIZE	WATER USE
	Arctostaphylos x 'Sunset' / Sunset Manzanita	5 gal	Low
	Aspidistra elatior / Cast Iron Plant	5 gal	Low
	Buxus microphylla japonica 'Green Beauty' / Green Beauty Boxwood	5 gal	Low
	Callistemon viminalis 'Slim' / Bottle Brush	5 gal	Medium
	Cistus crispatus 'Warley Rose' / Rockrose	5 gal	Low
	Dietes vegeta / African Iris	5 gal	Low
	Juniperus chinensis 'Spartan' / Spartan Juniper	5 gal	Low
	Myrtus communis / Common Myrtle	5 gal	Low
	Nandina domestica 'Gulf Stream' TM / Heavenly Bamboo	5 gal	Low
	Phormium tenax 'Variegatum' / Variegated New Zealand Flax	5 gal	Low
	Prunus caroliniana 'Bright 'N Tight' TM / Bright 'N Tight Carolina Laurel	5 gal	Low
	Rhaohiolepis umbellata 'Minor' / Dwarf Yedda Hawthorne Standord	5 gal	Low
	Rosmarinus officinalis 'Collingwood Ingram' / Rosemary	5 gal	Low
	Teucrium chamaedrys / Germander	5 gal	Low

	BOTANICAL / COMMON NAME	SIZE	SPACING	WATER USE
	Acacia redolens 'Low Boy' / Low Boy Bank Catclaw	1 gal	48" o.c.	Low
	Cotoneaster dammeri 'Lowfast' / Lowfast Bearberry Cotoneaster	1 gal	36" o.c.	Low
	Mahonia aquifolium var. repens / Creeping Mahonia	1 gal	36" o.c.	Low
	Vinca major / Periwinkle	1 gal	24" o.c.	Medium

SOD	BOTANICAL / COMMON NAME	SIZE	SPACING	WATER USE
	Biofiltration Sod / Drought Tolerant Fescue Blend	sod		Low

SHADE CALCULATION TABLE

TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
ACE-FRE	1	50%	354	354
ACE-FRE	6	100%	707	4242
ACE-SUN	1	100%	962	962
ACE-SUN	7	50%	481	3367
CED-DEO	4	100%	962	3848
CEO-DEO	9	50%	481	4329
CEO-DEO	5	25%	240	1200
LAG-NAT	34	50%	157	5338
MAG-STA	1	75%	236	236
MAG-STA	2	50%	157	314
MAG-STA	5	100%	314	1570
PIS-KEI	4	100%	962	3848
PIS-KEI	1	75%	722	722
PIS-KEI	4	50%	481	1924
PYR-CLE	1	50%	157	157
ULM-DRA	1	75%	722	722
ULM-DRA	2	50%	481	962
ULM-DRA	9	100%	962	8658
ZEL-VIL	3	50%	481	
			TOTAL	42753
TOTAL PAVED AREA	160,840 SF.			
SHADE REQUIRED 50%	80,420 SF.			
TREE SHADE	42,753 SF.			
CARPORT SHADE	37,813 SF.			
TOTAL SHADE	80,566 SF.			
PERCENT SHADE PROV.	50%			

SITE AREA = 690,563 SF
LANDSCAPE AREA = 131,293 SF

PERCENT OF LANDSCAPE AREA = 19%

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PRELIMINARY LANDSCAPE PLAN

WEST OAKS APARTMENTS

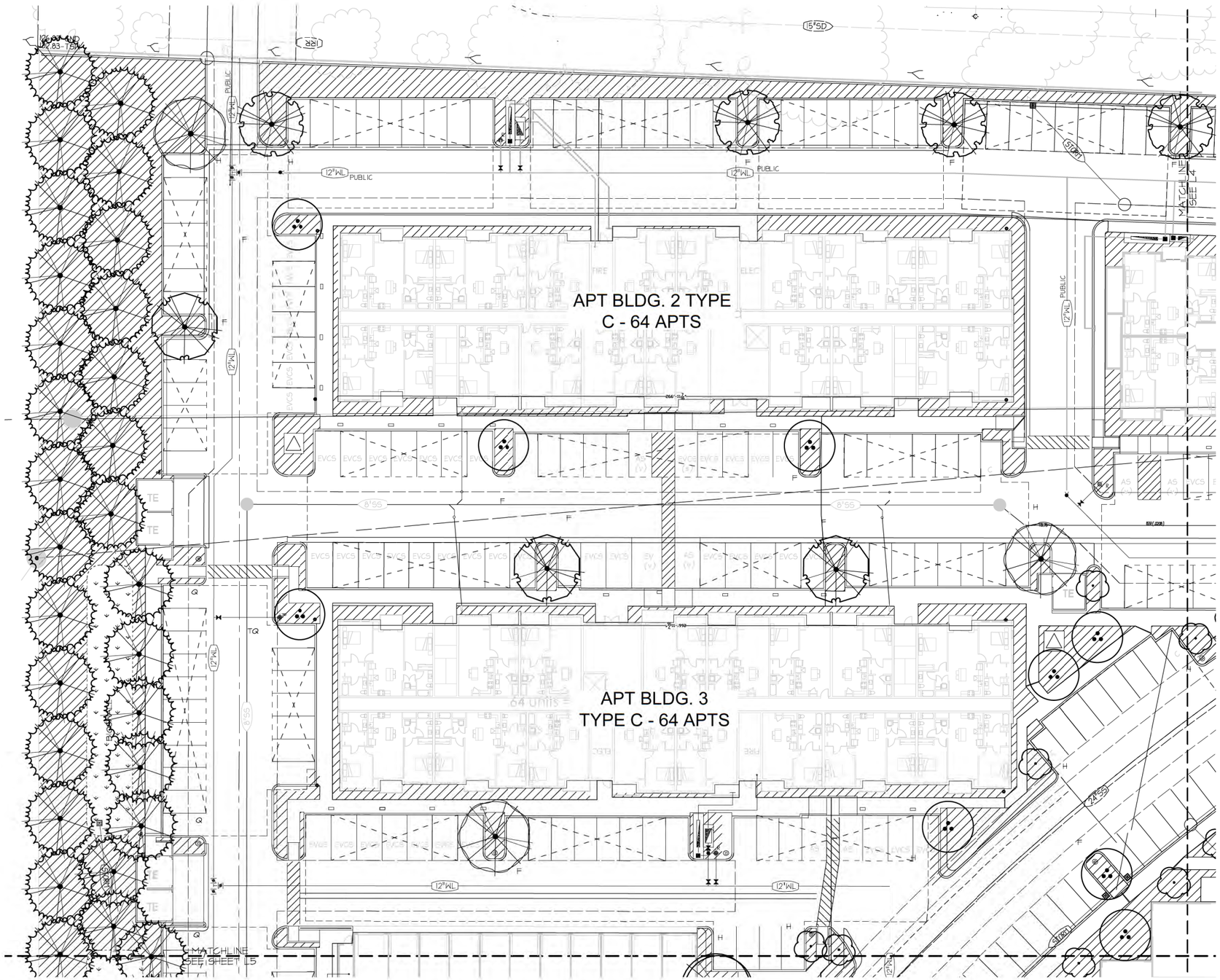
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PLANT SCHEDULE

TREES	COMMON NAME
	Autumn Blaze Maple
	Red Sunset Maple
	Deodar Cedar
	Burgundy Lace Desert Willow
	Crape Myrtle
	St. Mary Southern Magnolia
	Sour Gum
	Keith Davey Chinese Pistache
	Majestic Beauty Indian Hawthorne
	Drake Elm
	Sawleaf Zelkova

SHRUBS	COMMON NAME
	Sunset Manzanita
	Cast iron Plant
	Green Beauty Boxwood
	Bottle Brush
	Rockrose
	African Iris
	Spartan Juniper
	Common Myrtle
	Heavenly Bamboo
	Variegated New Zealand Flax
	Bright 'N Tight Carolina Laurel
	Dwarf Yedda Hawthorne Standard
	Rosemary
	Germander

COMMON NAME	
Low Boy Bank Catclaw	
Lowfast Bearberry Cotoneaster	
Creeping Mahonia	
Periwinkle	

COMMON NAME	
Drought Tolerant Fescue Blend	
Required Parking Lot shade Area	

COMMON NAME
Muhly

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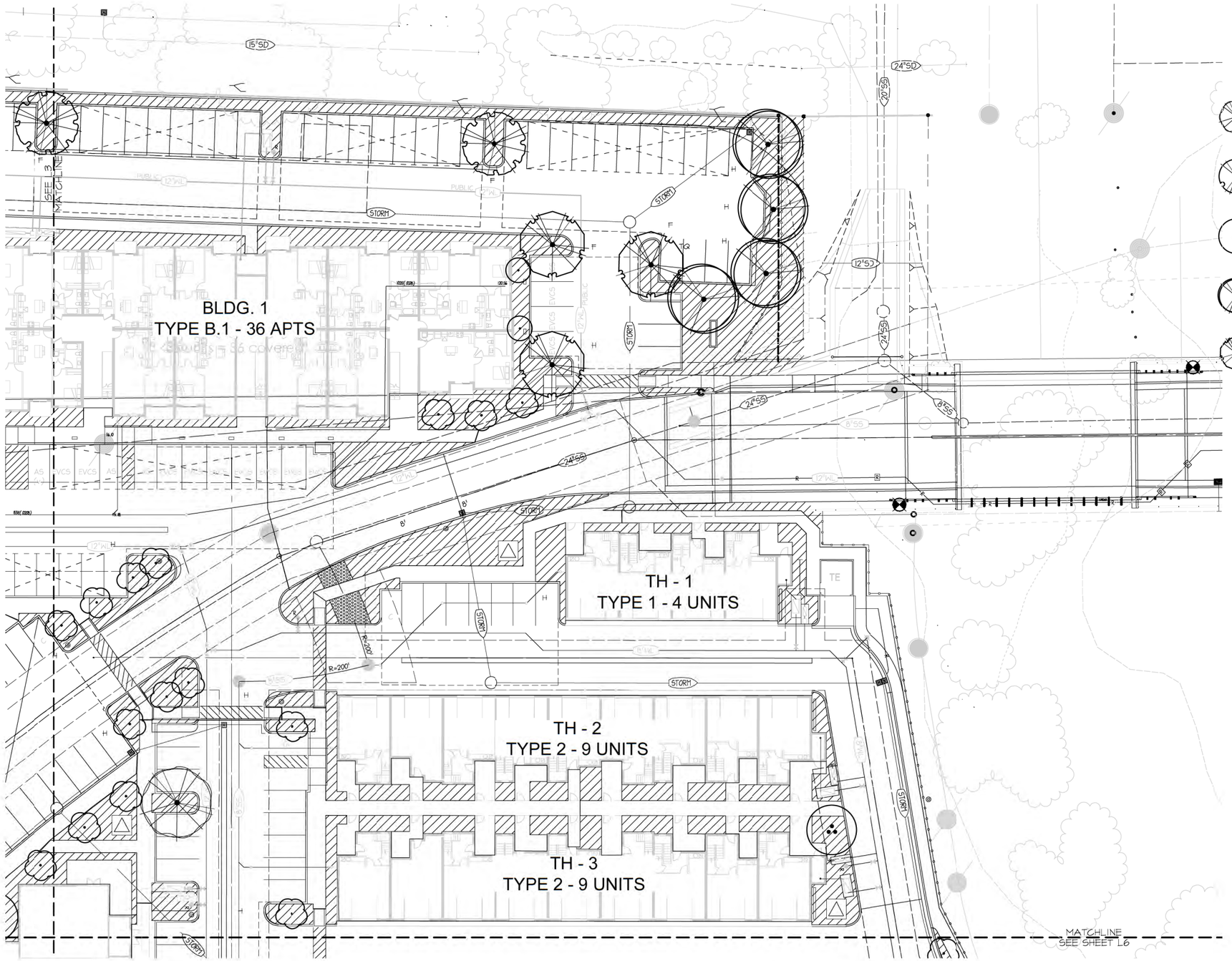
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PLANT SCHEDULE

TREES	COMMON NAME
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	Bottle Brush
	Rockrose
	African Iris
	Spartan Juniper
	Common Myrtle
	Heavenly Bamboo
	Variegated New Zealand Flax
	Bright 'N Tight Carolina Laurel
	Dwarf Yedda Hawthorne Standard
	Rosemary
	Germander

COMMON NAME
Muhly
Low Boy Bank Catclaw
Lowfast Bearberry Cotoneaster
Creeping Mahonia
Periwinkle

COMMON NAME	
Drought Tolerant Fescue Blend	
Required Parking Lot shade Area	

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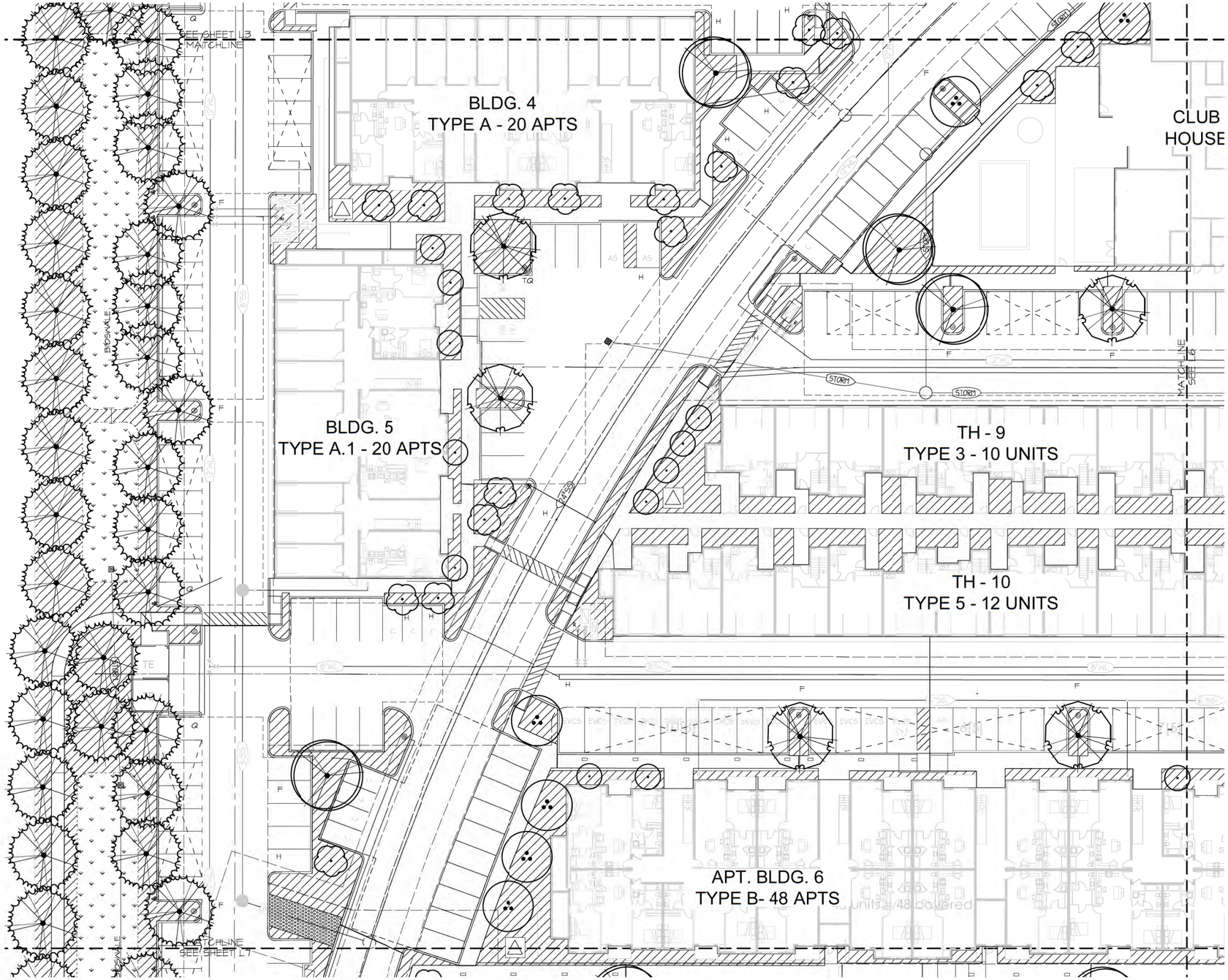
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	COMMON NAME
	Low Boy Bank Catclaw
	Lowfast Bearberry Cotoneaster
	Creeping Mahonia
	Periwinkle

	COMMON NAME
	Drought Tolerant Fescue Blend
	Required Parking Lot shade Area

GROUND COVER	COMMON NAME
	Muhly

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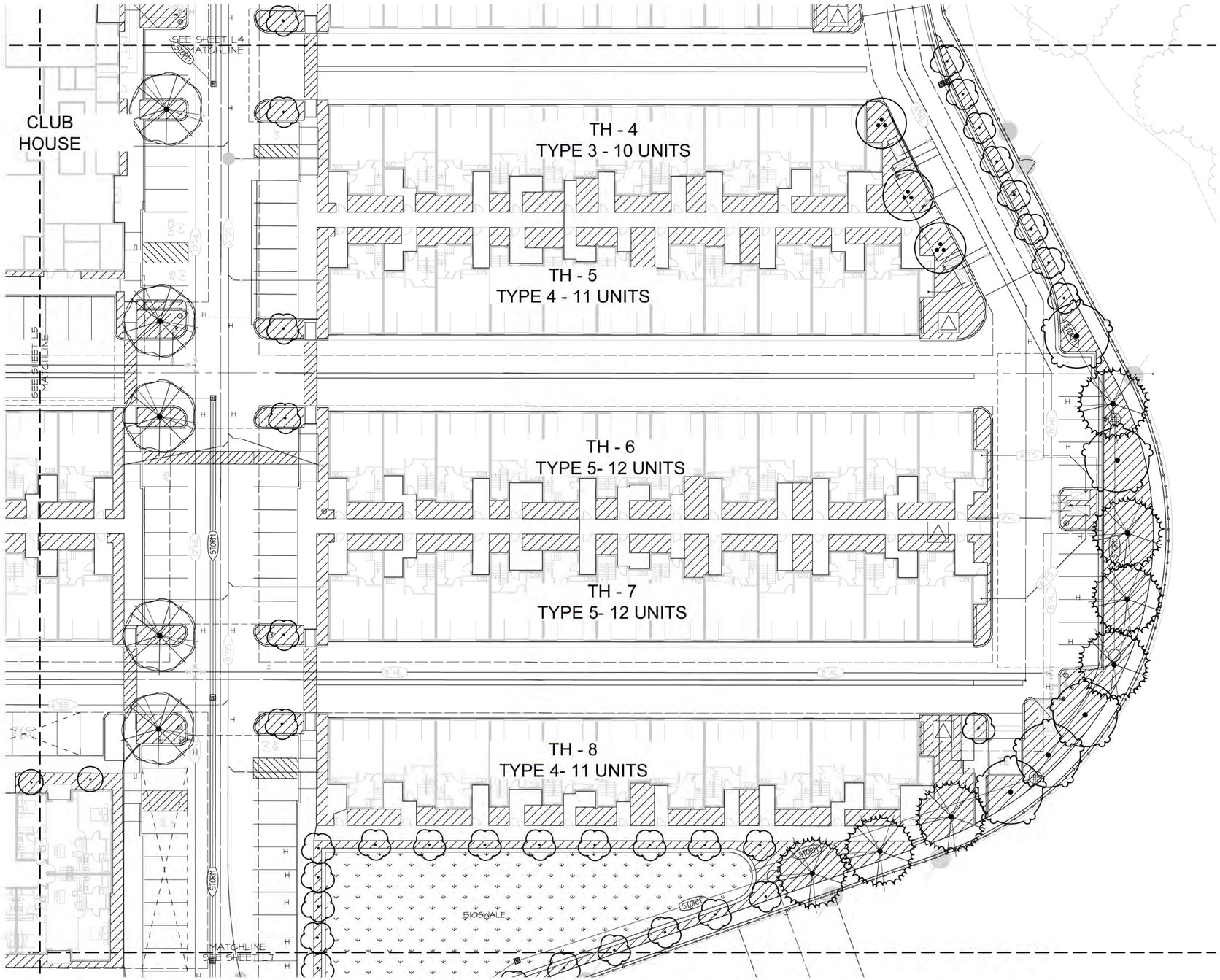
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COMMON NAME
Muhly

COMMON NAME
Low Boy Bank Catclaw
Lowfast Bearberry Cotoneaster
Creeping Mahonia
Periwinkle

COMMON NAME
Drought Tolerant Fescue Blend

Required Parking Lot shade Area

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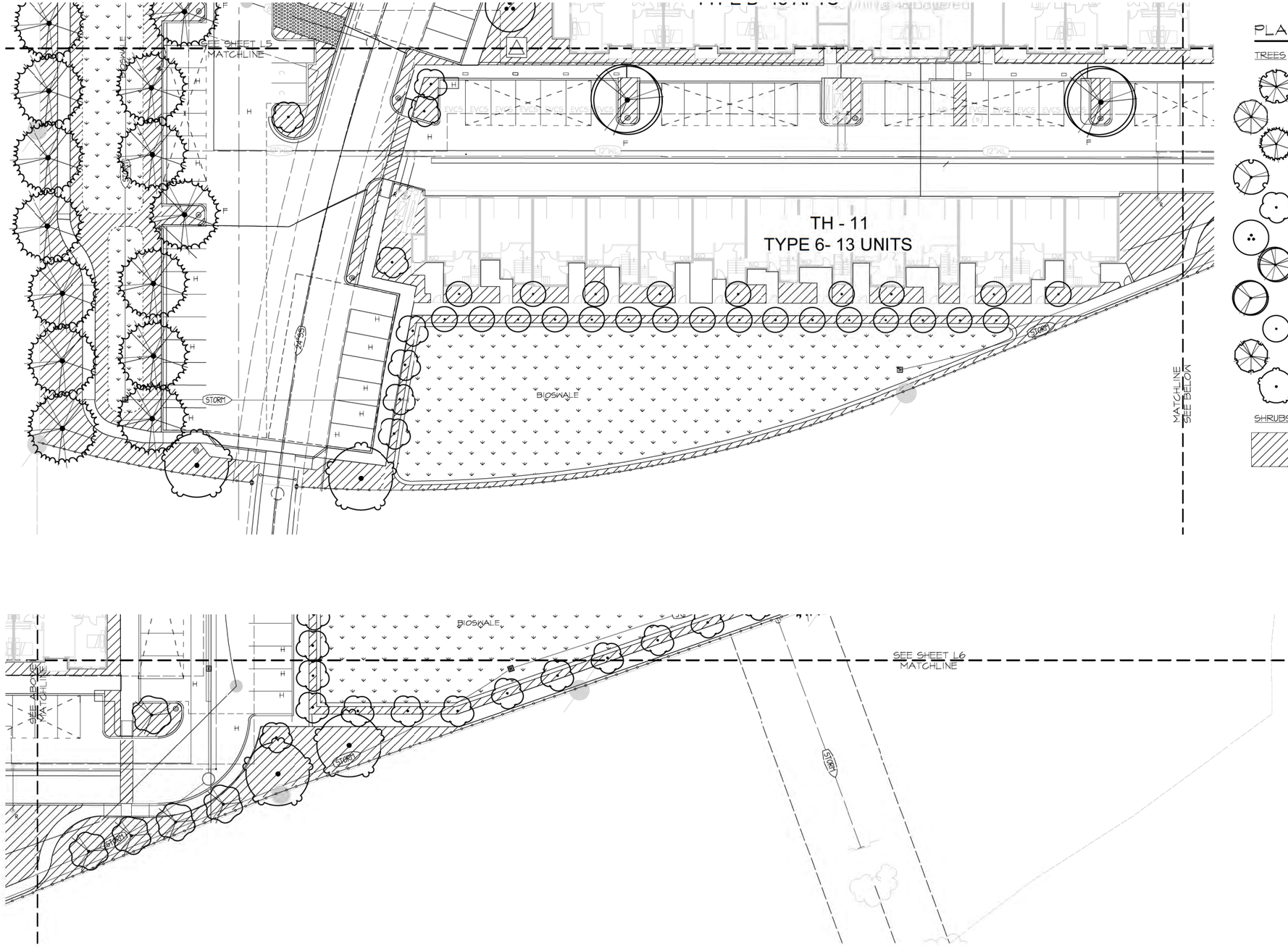
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ECF



LPW

FSX

Luminaire Schedule
Project:

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height	BUG Rating	LER
	25	ECF3	Single	ECF-S-32L-1A-NW-G2-3	0.850	13388	126	2650		B2-U0-G3	127
	16	ECF3H	Single	ECF-S-32L-1A-NW-G2-3-HIS	0.850	10665	126	1696		B1-U0-G2	101
	5	ECF4	Single	ECF-S-32L-1A-NW-G2-4	0.850	14006	126	530		B2-U0-G3	133
	1	ECF4H	Single	ECF-S-32L-1A-NW-G2-4-HIS	0.850	10983	126	106		B1-U0-G2	104
	43	LPW-32	SINGLE	LPW-32-70-NW-G3-4-2021	0.850	8139	64.6	2777.8		B1-U0-G2	126
	107	FSX	SINGLE	FSX440L840-UNV-DIM	0.900	3955	32.4	3466.8		B1-U3-G2	122

ALL FIXTURE MOUNTING HEIGHTS ARE SHOWN ADJCENT TO FIXTURE LOCATIONS ON PLAN

Calculation Summary
Project:

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OVERALL	Illumiance	Fc	2.31	14.7	0.4	5.78	36.75
AWNING 1	Illumiance	Fc	6.86	13.5	2.7	2.54	5.00
AWNING 10	Illumiance	Fc	6.97	10.2	4.7	1.48	2.17
AWNING 11	Illumiance	Fc	6.92	10.1	4.5	1.54	2.24
AWNING 12	Illumiance	Fc	6.86	5.4	4.9	1.40	1.92
AWNING 13	Illumiance	Fc	7.74	10.6	5.2	1.49	2.04
AWNING 14	Illumiance	Fc	6.08	5.6	1.3	4.68	7.38
AWNING 15	Illumiance	Fc	7.01	11.6	4.0	1.75	2.90
AWNING 16	Illumiance	Fc	6.38	10.3	4.4	1.45	2.34
AWNING 17	Illumiance	Fc	4.73	6.1	0.8	5.91	10.13
AWNING 18	Illumiance	Fc	4.79	5.6	1.2	3.99	8.00
AWNING 19	Illumiance	Fc	6.52	10.1	4.3	1.52	2.35
AWNING 2	Illumiance	Fc	6.11	7.8	4.1	1.49	1.90
AWNING 20	Illumiance	Fc	9.36	12.3	6.4	1.46	1.92
AWNING 21	Illumiance	Fc	5.55	10.8	1.0	5.55	10.80
AWNING 22	Illumiance	Fc	5.74	5.4	1.1	5.22	8.55
AWNING 23	Illumiance	Fc	6.82	13.7	3.3	2.07	4.15
AWNING 24	Illumiance	Fc	5.95	12.3	2.8	2.13	4.39
AWNING 25	Illumiance	Fc	7.19	12.7	3.7	1.94	3.43
AWNING 26	Illumiance	Fc	6.37	13.3	3.0	2.12	4.43
AWNING 27	Illumiance	Fc	7.13	12.5	3.7	1.93	3.38
AWNING 28	Illumiance	Fc	6.45	12.9	1.6	4.03	8.06
AWNING 29	Illumiance	Fc	10.81	14.7	7.3	1.48	2.01
AWNING 3	Illumiance	Fc	6.31	8.7	5.2	1.21	1.67
AWNING 30	Illumiance	Fc	11.18	14.5	7.6	1.47	1.91
AWNING 31	Illumiance	Fc	8.00	13.0	2.0	4.00	6.50
AWNING 32	Illumiance	Fc	10.88	13.9	6.8	1.60	2.04
AWNING 33	Illumiance	Fc	11.02	14.3	6.9	1.60	2.07
AWNING 34	Illumiance	Fc	8.07	14.6	3.7	2.18	3.95
AWNING 35	Illumiance	Fc	6.25	10.4	2.8	2.23	3.71
AWNING 36	Illumiance	Fc	7.75	12.3	4.1	1.89	3.00
AWNING 37	Illumiance	Fc	6.06	6.9	3.4	1.78	2.62
AWNING 38	Illumiance	Fc	5.05	5.5	1.1	4.59	6.82
AWNING 4	Illumiance	Fc	7.02	5.5	4.5	1.56	2.11
AWNING 5	Illumiance	Fc	7.37	10.9	4.7	1.57	2.32
AWNING 6	Illumiance	Fc	6.96	11.9	4.1	1.70	2.90
AWNING 7	Illumiance	Fc	6.38	11.9	2.8	2.28	4.25
AWNING 8	Illumiance	Fc	5.28	11.0	2.2	2.40	5.00
AWNING 9	Illumiance	Fc	7.05	10.6	4.3	1.64	2.47

ALL VALUES SHOWN ARE HORIZONTAL MAINTAINED FOOTCANDLES AT FINISHED GRADE (U.O.N.)
FIXTURE DISTRIBUTION TEMPLATES ARE SHOWN AT 0.50 MFC FOR REFERENCE USE ONLY
VALUES DO NOT INCLUDE CONTRIBUTION FROM ADJACENT PROPERTIES OR DECORATIVE LIGHTING NOT SHOWN
FOOTCANDLE VALSES DO NOT INCLUDE OBSTRUCTIONS FROM TREES, SHRUBS, LANDSCAPING, VEHICLES OR FENCING
THIS PLAN DOES NOT ADDRESS THE LIGHTING FOR ANY CANOPIES, POOLS, STORAGE AREAS, EQUIPMENT AREAS OR SPORTS COURTS

REVISION	DESCRIPTION	BY	DATE
...	...	...	...
...	...	...	...
...	...	...	...
1	Added awnings & lighting, removed poles not needed	RH	5/19/2023

signify
LIAS - LIGHTING APPLICATION SUPPORT

The calculations set forth herein are based on project specifications provided to SIGNIFY / PHILIPS. Actual performance may vary based on variations in voltage, tolerances in lighting fixtures and lamps, testing procedures, component provenance, component performance, measurement techniques surveying field conditions such as, but not limited to, line voltage, temperature, atmospheric/environmental conditions, and reflectances of nearby surfaces, as well as the effect of obstructions and reflectances. Furniture and architectural elements within the space may significantly affect calculations. Verification of the calculations herein, including design acceptability, and compliance with any applicable codes, standards, or laws, is the responsibility of the owner, architect, engineer, designer, architect, owner, or owners representative, as applicable. Please refer to Luminaire Schedule for light loss factor (LLF) details used in the calculations.

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DRAWN BY: RH	DATE: 1-11-2023	DRAWING NUMBER: 88080-03579	DRAWING TITLE: West Oaks - Site LED SITE LIGHTING PHOTOMETRIC PLAN
SALESPERSON: PETER CONTOIS	SALES AGENT : ...		
SIGNIFY TEAM:	DRAWING SCALE: AS NOTED	SALES FORCE ID: pending	

1192



WEST OAKS - SITE - LED SITE LIGHTING - PHOTOMETRIC PLAN

Scale: 1 inch= 60 Ft.

REVISION	DESCRIPTION	BY	DATE
...	...	...	...
...	...	...	...
...	...	...	...
1	Added awnings & lighting, removed poles not needed	RH	5/19/2023

signify

LIAS - LIGHTING APPLICATION SUPPORT

The calculations set forth herein are based on project specifications provided to SIGNIFY / PHILIPS. Actual or measured values may differ from forecasted results due to tolerances in calculation methods, testing procedures, component procedures, component performance, measurement techniques and varying field conditions. Actual light levels may vary due to factors such as voltage, temperature, environmental conditions and improper or undocumented lamp burn-in procedures. Further, room dimensions, reflectances, furniture and architectural elements within the space may significantly affect calculations. Therefore, it is the responsibility of the owner, owner's representative, or contractor to verify that applicable lighting codes is not the responsibility of SIGNIFY / PHILIPS, and shall be the responsibility of the architect, owner, or owners representative, as applicable. Please refer to luminaire Schedule for light loss factor (LLF) details used in the calculations.

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SALESPERSON: PETER CONTOIS	SALES AGENT : ...		DRAWING TITLE: West Oaks - Site LED SITE LIGHTING PHOTOMETRIC PLAN
SIGNIFY TEAM:	DRAWING SCALE: AS NOTED	SALES FORCE ID: pending	

1193

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Vacation of a Public Street / Yankee Hill Road Between the Eastbound and Westbound Tracks of Union Pacific Railroad

Date: December 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:
This item is being continued to the January 9, 2024 City Council Meeting.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2023/24 First Quarter: Financial Report, Budget Amendments, and Strategic Plan Update

Date: December 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended September 30, 2023, and Amending the Fiscal Year 2023/24 Budget.

Background:
The quarterly financial report provides an overview of the City of Rocklin's current financial position. The City departments and the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, and make operational changes as required. The Quarterly Financial Report for the quarter ended September 30, 2023 is included as Exhibit A to the Resolution (Attachment 2), and previously authorized budget amendments are included as Exhibit B to the Resolution (Attachment 3).

At the May 9, 2023 City Council Meeting, the City Council affirmed the outcomes of the 2023-2025 Strategic Planning and Two-Year Work Plan Items. The 2023-2025 Strategic Plan and associated Two-Year Work Plan Items were developed by City Council and City staff following the March 22, 2023 Strategic Planning workshop. The strategic outcomes or 5 “Pillars”, along with the directional statements, served as a guiding tool for staff to develop the two-year programs and project goals as outlined in the Work Plan Matrix. The items identified in the Work Plan Matrix are the focus of staff and other resource priorities for the next two years.

The Strategic Plan Program Update (Attachment 4) serves to track the staff-recommended and City Council approved Two-Year Work Plan Items and prioritize the strategic outcomes that are designed to create progress and meet community needs in each pillar. The matrix tracks the progress of the two-year work plan items during the first quarter of Fiscal Year 2023/24 (July – September 2023).

Staff will continue to provide progress updates to City Council as part of the quarterly budget update.

Fiscal Impact:
Sufficient funds are available in their respective funds in the Fiscal Year 2023/24 Operating Budget to support the staff recommendations.

ATTACHMENTS:
1. Resolution
2. Resolution - Exhibit A - FY24 First Quarter Financial Report
3. Resolution - Exhibit B - Budget Amendments
4. Strategic Plan Progress Update

RESOLUTION NO. 2023-

ACCEPTING THE QUARTERLY FINANCIAL REPORT
FOR THE QUARTER ENDED SEPTEMBER 30, 2023 AND
AMENDING THE FISCAL YEAR 2023/24 BUDGET

WHEREAS, the quarterly financial report provides an overview of the City of Rocklin's current financial position, and in connection therewith, City departments with the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, if needed, and to make operational changes as required. The Quarterly Financial Report for the quarter ended September 30, 2023 is attached hereto as Exhibit A; and

WHEREAS, as part of this review, staff has identified areas requiring operational changes as well as the necessary budget amendments based on the appropriations previously approved by the City Council from the fiscal year 2023/24 budget to date. The recommended budget adjustments are attached hereto as Exhibit B.

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

Section 1. The City Council of the City of Rocklin accepts the Quarterly Financial Report for the quarter ended September 30, 2023 as reflected in Exhibit "A," attached hereto and incorporated herewith by reference.

Section 2. The FY 2023/24 Budget is amended as outlined in Exhibit "B," attached hereto and incorporated herewith by reference.

PASSED AND ADOPTED this 12th day of December 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Fiscal Year 2023/24 Quarterly Financial Report
For the Quarter Ended September 30, 2023

The quarterly financial report provides an overview of the City of Rocklin's (City) current financial position. The City departments and the Administrative Services - Finance Division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate action, any necessary mitigating plans, or operational changes required.

On June 27, 2023, the City Council adopted Resolution No. 2023-109 approving the FY 2023/24 Budget, which totals $119 million for operations and capital improvements for all funds, and $67.4 million in the General Fund. Year-to-date expenditure budget through September 30, 2023 is $72.1 million. This reflects the City Council approved budget amendments and carryforward funds from fiscal year (FY) 2022/23 to support projects, grants, and equipment purchases continued from the prior year.

Economic Development Update

Labor Market Data

The City of Rocklin's unemployment rate was at 3.6% in September 2023, with a labor force of 35,700 and employment at 34,400. The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.3% in September 2023, down from a revised 4.5% in August 2023, and above the prior year estimate of 3.3%. This compares with an unadjusted unemployment rate of 4.9% for California and 3.6% for the nation during the same period. The unemployment rate was 3.8% in El Dorado County, 3.8% in Placer County, 4.5% in Sacramento County, and 4.3% in Yolo County.

Between September 2022 and September 2023, total jobs in the region increased by 26,000 or 2.4%.

- The education and health services sector saw significant growth, adding 13,000 jobs and leading year-over-year job expansion for the region. Specifically, healthcare and social assistance contributed 12,400 jobs, while educational services accounted for an additional 600 jobs.
- Government payrolls expanded by 5,600 jobs since last September, with gains distributed across local government (up 4,100 jobs), state government (up 1,300 jobs), and federal government (up 200 jobs).
- In contrast, three industries reported year-over-year declines. Financial activities experienced a decrease of 1,400 jobs, information saw a decline of 400 jobs, and manufacturing had a decrease of 100 jobs.

Between August 2023 and September 2023, combined employment in the counties of El Dorado, Placer, Sacramento, and Yolo increased by 2,300 to total 1,102,000 jobs.

- The private education and health services sector recorded the most significant payroll growth in September, gaining 2,800 jobs. Healthcare and social assistance contributed substantially, with an increase of 2,400 jobs, accounting for 86% of the overall growth. Private educational services added 400 jobs.
- The construction sector continued its positive trend in September, expanding by 2,200 jobs. Within this sector, specialty trade contractors grew by 1,800 jobs, while construction of buildings added 300 jobs.
- Government employment saw an increase of 2,100 jobs, with gains distributed across local government (up 1,200 jobs), state government (up 800 jobs), and federal government (up 100 jobs).
- On the contrary, professional and business services experienced a downward trend in September, shedding 2,400 jobs. Employment declines were reported in administrative and support and waste services (down 1,600 jobs), professional, scientific, and technical services (down 700 jobs), and management of companies and enterprises (down 100 jobs).
- Additional month-over job reductions occurred in leisure and hospitality (down 1,400 jobs), financial activities (down 700 jobs), farm (down 600 jobs), manufacturing (down 300 jobs), and information (down 100 jobs).

Residential Real Estate

Between September 2022 and September 2023, the median listing home prices in Rocklin increased by 0.4% for detached single-family residential properties, reaching a median home sold price of $715,000. However, between June 2023 and September 2023, the median price in Rocklin decreased by $15,000.

General Fund Revenues

The following chart reflects the current fiscal year's budget to actual revenue received through September 30, 2022, and the comparative budget to actual revenues from the prior year for the same period.

General Fund Revenue Summary
For the Quarter Ended September 30, 2023

Revenue Category	Budget FY 2022/23	Revenues through 09/30/2022	% Received FY 2022/23	Budget FY 2023/24	Revenues through 09/30/2023	% Received FY 2023/24
Property Tax	22,191,300	6,743	0.0%	24,006,800	11,795	0.0%
Sales and Use Tax	20,209,000	1,826,552	9.0%	21,157,300	1,542,358	7.3%
Building Permits	3,161,300	839,641	26.6%	3,515,300	638,186	18.2%
Franchise	2,416,800	-	0.0%	2,465,100	-	0.0%
Other Revenues	12,370,700	2,749,919	22.2%	14,527,200	4,212,482	29.0%
Total	$60,349,100	$ 5,422,855	9.0%	$65,671,700	$ 6,404,822	9.8%

General Fund operating revenues are within budgetary expectations as of September 30, 2023. Year-to-date through September 30, the City's General Fund revenue is $6.4 million, which is 9.8% of General Fund total resources expected to be received for FY 2023/24. It is consistent with prior years as the first property tax revenue will be received in January 2024.

Property Tax. Property taxes are the largest General Fund revenue source, accounting for approximately 37% of all General Fund revenues. Most of the City's secured property tax revenues are received in January and May.

Sales and Use Tax. Sales and use taxes make up approximately 32% of General Fund revenues. Sales tax is imposed on the total retail price of any tangible personal property and the use or storage of such property. Year-to-date through September 30, sales tax revenues are $1.5 million, down 15.6% from the prior year. More information regarding causes and implications for the full year will be available after the full quarter's tax revenues and detailed analysis are received from our tax consultant. Sales tax is volatile and can change quickly, therefore staff constantly monitors sales tax revenues for signs of above or below budget performance.

Building Permits. Year-to-date building permit revenue through September 30, 2023 is $0.6 million (18.2% of budget) compared to $0.8 million (26.6% of budget) one year ago. Large multi-family projects have greater impact on the amount of building permit revenue received as permits are often processed at one time for the entire project. As the timing of anticipated multi-family projects are subject to change, staff will continue to monitor for signs of above or below budget performance.

Franchise Tax. Franchise tax includes fees from gas, electric, garbage, and telecommunication services. No franchise tax revenue has been received year-to-date. The City will begin receiving revenue in the October to December quarter.

Other Revenues. Other General Fund Revenues through September 30, 2023, amount to $4.2 million. The significant portion of this increase is attributed to interest earnings resulting from the City's robust investment strategy implemented in December 2022 and favorable market conditions. Throughout the reporting period, other revenues are on track to meet the budget. Staff will continue to monitor all revenue sources and provide updates as part of these quarterly reports.

Department Revenues and Expenditures

The following charts reflect comparative budget to actual information for the General Fund departments.

General Fund Department Revenue Summary
For the Quarter Ended September 30, 2023

Department	Budget FY 2022/23	Revenues through 09/30/2022	% Received FY 2022/23	Budget FY 2023/24	Revenues through 09/30/2023	% Received FY 2023/24
City Manager	-	-	0.0%	35,000	-	0.0%
Community Development	4,341,700	1,079,947	24.9%	4,831,300	1,052,321	21.8%
Fire	515,400	186,043	36.1%	2,819,500	162,715	5.8%
Parks & Recreation	1,862,800	420,715	22.6%	2,479,000	498,326	20.1%
Police	1,413,100	114,304	8.1%	1,564,800	64,284	4.1%
Public Services	278,800	54,185	19.4%	245,200	32,897	13.4%
Total	$8,411,800	$1,855,194	22.1%	$11,974,800	$1,810,543	15.1%

Year-to-date General Fund department revenues through September 30, 2023, amount to $1.8 million (15.1% of budget), compared to $1.9 million (22.1% of budget) one year ago. The FY 2023/24 Fire revenue budget has been adjusted to directly reflect resources from the Community Facilities District No. 1. At this time, department revenues appear to be in line with the budget.

General Fund Department Expenditure Summary
For the Quarter Ended September 30, 2023

Department	Budget FY 2022/23	Expended through 09/30/2022	% Expended FY 2022/23	Budget FY 2023/24	Expended through 09/30/2023	% Expended FY 2023/24
City Council	97,800	11,105	11.4%	99,400	14,340	14.4%
City Manager	1,154,900	242,669	21.0%	1,224,558	221,907	18.1%
City Attorney	1,118,400	191,434	17.1%	1,429,617	81,636	5.7%
City Clerk	398,000	59,443	14.9%	329,000	56,484	17.2%
Administrative Services	5,698,600	1,245,034	21.8%	6,150,891	1,287,871	20.9%
Community Development	5,553,300	1,054,756	19.0%	6,803,715	970,034	14.3%
Fire	12,417,800	2,775,535	22.4%	14,297,149	3,058,099	21.4%
Parks & Recreation	6,432,800	965,393	15.0%	7,683,908	1,020,052	13.3%
Police	21,684,300	4,728,894	21.8%	24,864,197	5,280,100	21.2%
Public Services	5,763,600	989,698	17.2%	6,137,658	660,447	10.8%
Non Departmental	3,399,900	1,098,875	32.3%	3,118,800	-	0.0%
Total	$ 63,719,400	$ 13,362,835	21.0%	$ 72,138,893	$ 12,650,969	17.5%

Departments have expended approximately 17.5% of their total budget in the General Fund for FY 2023/24. Expenditures are generally incurred as needs arise and not equally throughout the year.

Revenues and expenditures are within budgetary expectations as of September 30, 2023. Staff will continue to monitor and return to the City Council with the FY 2023/24 Second Quarter Financial Report in the Winter of 2024.

Changes in Fund Balance		
Fund Name (No.)	**Net Change**	**Description**
General Fund (100)	$ (1,300,000)	

Budget Adjustments					
Department	**Fund Name (No.)**	**FTE**	**Revenue/ Reimbursement Adjustments**	**Expenditure Adjustments**	**Description**
General Fund					
Non-Departmental	General Fund (100)			$ 1,300,000	Funding for Section 115 Trust for Pension initial contribution previously approved at the September 26, 2023 City Council meeting.
	Total General Fund	**-**	**$ -**	**$ 1,300,000**	
Other Funds					
Parks and Recreation			$ 400,000	$ 400,000	Funding for a pickleball facility at Sunset Whitney Recreation Area. Costs will be offset by proceeds from the Placer Valley Tourism Capital Grant. The grant was previously accepted at the November 14, 2023 City Council meeting.
Public Works			$ 82,400	$ 82,400	Funding for College Park Fire Fuel Load Management project. Costs will be reimbursed by the developer. The contract for abatement services was previously authorized at the November 14, 2023 City Council meeting.
	Total Other Funds	**-**	**$ 482,400**	**$ 482,400**	

2023-2025 Strategic Planning Framework





Rocklin is resilient and seeks ways to assist the community, businesses and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.

	Pillar Objective	Progress Update July 2023 – September 2023
1.	Work towards constructing and staffing a 4th Rocklin Fire Station south/east of Interstate 80	Fire Station RFP received for architecture and design and land transfer approved by CC
2.	Update the City's drainage infrastructure master plan and prioritize critical improvements	RFP in progress/out
3.	Update the City's ADA Transition Plan	
4.	Establish a 3-year Pavement Management Program	RFP in progress/out
5.	Create and Implement a Strategic Plan for Information Technology services	Facilitated internal SWOT analysis (staff & customers) Reviewed RFP from outside agencies Candidate for IT Manager is in progress
6.	Strengthen Interagency Relationships (FEMA, Caltrans, CalOES, Army Corps, CDFW, etc.)	LoGAC (homelessness) PS has worked with outside agencies. CDD regional meetings for CIP, CDD monthly utility coordination meetings with SPMUD and PCWA, and PS and CDD regular meetings with PCTPA
7.	Identify innovative solutions to infrastructure maintenance and enhancements	Utilize fiber mech asphalt paving. Drainage & updated fencing @ SWRA
8.	Implement programs to reduce fire loss and increase community preparedness	Additional inspector position allocated. Interdepartmental evaluation of weed abatement program. ERZ improve response times revised

VIBRANT

Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.

	Pillar Objective	Progress Update July 2023 – September 2023
1.	Continue implementation of the adopted Economic Development Strategy and support efforts to recruit, retain and expand local businesses	Launched CHOOSE Rocklin Economic Development website. Established Economic Development newsletter, BRE visits, monthly coordination meetings between Economic Development, Building, Fire and Code Enforcement.
2.	Invest in technology that supports economic development efforts	Costar & ERSI tools acquired. Micro-website Evaluation of fiber internet/ tech upgrades in City rentals & bldgs.
3.	Nurture efforts to establish the Quarry District as a regional destination	Retain broker for Big Gun site. Received proposal for development.
4.	Establish a small business outreach program with CDD to assist business owners with planning, permitting, and inspections of new and tenant improvement projects	On site meetings with Fire, CDD, Econ Dev to assist businesses T.I checklist created
5.	Create and promote events and activities that will attract outside visitors and overnight stays	Awarded $400K grant from PVT for pickleball summer concert series Approved 5k cross country track Hosted endurance run SRWA RFP developed and released for Amphitheater
6.	Support the newly created Arts Commission's efforts: o To review, update, and implement elements of the 2016 Rocklin Public Art Master Plan o To advise the city council on all matters affecting arts and culture of the city o To encourage programs in the arts and to promote the cultural enrichment of the community; o To establish an effective liaison between the city, county, and local cultural and artistic groups	Master Plan launched Working on updating existing Strategic Plan

LIVABLE	*Rocklin responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.*

	Pillar Objective	Progress Update July 2023 – September 2023
1.	Update the City's Zoning Code	Initiated draft RFP
2.	Use master planning processes to guide future development of parks that provide the community with amenities that currently are not offered within Rocklin's park system	Building demo and addition of restrooms @ pickleball
3.	Increase recreation programing to ensure programs are offered to all ages and abilities within the community	New rec app for Johnson-Springview tennis court rental Start softball tournaments
4.	Identify critical gaps in City Trails within the public Right Of Way	Trails master plan Reidentified priorities and potential partnerships
5.	Complete the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing	On-going meetings, weekly project meetings with developer
6.	Continue to work with regional partners to address homelessness in the City	Continued to meet with regional partners in LoGAC. Staff appointed to CoC board. Regional task force has wound down.



Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the City's quality of life.

	Pillar Objective	Progress Update July 2023 – September 2023
1.	Evaluate opportunities to create new sources of revenue to support critical City services	Multiple grant applications applied for and awarded P&R evaluating player fees and cell site leases
2.	Implement a new Records Management enterprise system that is user friendly for both City staff and the public	
3.	Implement a Section 115 Trust to better address CalPERS obligations	CC awarded a contract on Sept. 26
4.	Implement a two-year operating budget	25/26 research underway
5.	Update the City's Purchasing Code	Research pending full Admin Services staffing
6.	Update Infrastructure Reserve Studies	P&R and PS beginning coordination
7.	Implement comprehensive workforce development and succession planning programs	Applied for and received $5,000 workforce health grant Hired Deputy Director/City Engineer for CDD Evaluation of Performance Management
8.	Establish plans for reaching 100% funded for the City's facility and fleet replacement reserves	



Rocklin residents feel comfortable walking and biking throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health, and wellbeing of its community. Rocklin invests in public safety by providing resources and technology to consistently reduce crime and ensure the City remains safe. The City partners with nonprofits, social service agencies, and the community to address the Root causes of crime and social instability.

	Pillar Objective	Progress Update July 2023 – September 2023
1.	Maintain, improve, and expand City partnerships that aid in crime prevention and creating a safe community	Neighborhood Watch program expanded SRO – RUSD, COPPS Program Fentanyl Response with Placer County DA
2.	Continue public education efforts regarding prevention of crimes of opportunity	One Pill Can Kill at high schools Lunch time outreach at middle schools Social Media outreach ongoing
3.	Evaluate the creation of a Real Time Crime Center	Six-month pilot program completed – software identified
4.	Improve Interoperability between law enforcement, fire, and EMS agencies	Dual band radios in process to purchase Working towards CAD, five PSAPs Coordination of Western Placer Fire Chiefs
5.	Update antiquated Fire station alerting systems	Installation of new hardware at fire stations and dispatch center
6.	Improve Cardiac Arrest Survivability by deploying citizen CPR public education and increasing AED distribution	Provided hands on training at Patriot Day, 10 AEDs purchased and to be placed in City buildings

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Station Architectural and Engineering Services - Award of Contract

Date: December 12, 2023

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Contract with COAR Design Group for Architectural and Engineering Services for the Construction of a Fire Station.

Background:
The City of Rocklin currently has three fire stations: Station 23 on Rocklin Road, Station 24 on Crest Drive, and Station 25 on Wildcat Boulevard. The City is divided by Interstate 80, which leaves parts of east and southeast Rocklin more difficult to access. Additionally, with the expansion of Sierra College and more planned residential development in this area, it has become apparent that a fourth fire station will be needed to serve the existing communities and new growth.

On August 22, 2023, the City Council approved an agreement with Sierra College to acquire land as a site for a new Fire Station located on Sierra College Blvd (Resolution No. 2023-128). Following the execution of the land transfer agreement, and recognizing that the construction of a fire station would require additional professional support, the City of Rocklin released a Request for Proposals for fire station architectural and engineering design services on August 14, 2023; eight proposals were received. A panel consisting of staff from the City Manager's Office, Community Development Department, and the Fire Department reviewed the proposals and four firms were selected for an interview. Following the interviews, City staff selected COAR Design Group based on their experience, ability to meet requested services, and overall approach to the project. After selection, City staff opened COAR's sealed cost proposal, which was within the proposed budget for this scope of work. This process is consistent with Rocklin Municipal Code (RMC) Chapter 3.04, Procurement.

COAR Design Group has completed over 100 fire station projects throughout California, with 31 years of experience. The services they will provide for the City include site and building design, final plans and specifications for competitive bidding for construction, and assisting the City during the bidding and construction process. As is standard in the industry, COAR will

subcontract some technical plans and reports to other professional groups, including geotechnical and mechanical engineering. These sub-awards are included in the final cost proposal. COAR has proposed $1,228,496 for their services, which is approximately 6% of the total anticipated cost to construct the new station.

The Resolution (Attachment 1) included with this staff report would authorize the City Manager to enter into a Professional Services Agreement with COAR Design Group for the Architectural and Engineering services for the construction of a fire station. The Resolution also grants the City Manager the authority to amend the contract's not-to-exceed amount up to 15%, which is consistent with RMC Section 3.04.050, Authorization limits and competitive bid requirements.

Fiscal Impact:

Funds in the amount of $4.5 million have been set aside in the General Fund's Fund Balance to support the new Fire Station project, and a budget appropriation of $1,228,496 will be made to support the contract.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Contract
3. COAR Design Group Proposal

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
COAR DESIGN GROUP FOR ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE CONSTRUCTION OF A FIRE STATION

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

WHEREAS, the City entered into an agreement with the Sierra Joint Community College District for the transfer of land at Sierra College Boulevard and Stadium way for the construction of a fire station;

WHEREAS, the City of Rocklin wishes to hire a professional architectural firm to provide building plans, construction drawings, and general construction assistance for the construction of the station; and

WHEREAS, the City of Rocklin released a Request for Proposals on August 14, 2023; and

WHEREAS, the City reviewed eight proposals following the process outlined in the RFP and the Rocklin Municipal Code; and

WHEREAS, following the review process, the City has selected COAR Design Group to provide architectural and engineering services related to the construction of a fourth fire station.

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 an agreement with COAR Design Group for Architectural and Engineering services for a fire station for a total of $1,228,496 in a form attached as exhibit A.

Section 3. The City Council authorizes the City Manager to increase the not to exceed amount of the contract up to fifteen percent above the original not-to-exceed amount.

Section 3. This resolution shall be in effect immediately.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

Mayor

ATTEST:

Haley Reid, Acting City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and COAR Design Group "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of $1,228,496 (one million, two hundred twenty eight thousand, four hundred ninety six dollars).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or 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 1, 2026 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 Office of the City Manager 3970 Rocklin Road Rocklin, CA 95677
	City of Rocklin Office of the City Attorney 3970 Rocklin Road Rocklin, CA 95677
Contractor:	COAR Design Group 200 E Street Santa Rose, CA 95404

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: _____
Jeff Katz, President and Secretary

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

November 15, 2023

Elizabeth Sorg, Management Analyst
Office of the City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

RE: **Architectural Services – Rocklin Fire Station 22 Proposal**

Dear Elizabeth:

We are pleased to provide this follow up proposal for Fire Station 22 based on our discussions in our call of November 14, 2023 as well as the RFP. Please note that this proposal is based on the Scope of Services we believe is necessary to successfully complete this phase of the project. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Landscape Architecture and Cost Estimating services and Geotechnical Engineering. The following sections include a more detailed explanation of the scope being provided. If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

This proposal is based on your requirements for Project Initiation, Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services.

I have based this proposal on the preliminary requirement to design the Rocklin Fire Station as a 3 bay station with associated staff living and support spaces. The project is noted to have an assumed construction budget of $$17M-$20M. The site design is anticipated to include additional training space, but no training props, training tower, etc. is included at this time.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with City Building and Planning Department to review all requirements including design review, environmental documentation and approval process.
2. Review available as-built documents, preliminary design or programming documents, and any previous studies or reports for the facility.
3. Develop a Project Management Plan .
4. Provide a detailed design schedule indicating required milestone dates.
5. Establish communication channels with all parties involved.
6. Review and list all applicable design and planning standards.
7. Coordinate with City departments and other agencies.
8. Discuss and identify the public works, planning, and zoning entitlements, including traffic and other environmental concerns, that should be addressed by the Project and receive environmental review. City to lead environmental approval process.

TASK 2: SCHEMATIC DESIGN PHASE

1. Work with City and Fire Staff to develop preliminary space needs analysis and establish square foot requirements for the facility.
2. Meet with Fire Station Design Committee to discuss examples which the committee has seen on their tour of existing stations, to review areas which the Fire Department feels are examples of both good and poor design elements. Hold up to two "Brainstorming" sessions with Fire Department personnel to discuss features of the new station designs in order to understand and develop a detailed program for the project.

3. Conduct tours (2) of recently completed fire station and training facilities with the City and Fire staff.
4. Perform preliminary zoning and building code check with City Development Services representatives.
5. Review existing site conditions.
6. Determine feasibility of keeping existing temporary station in place and operational during design and construction Phases of the project.
7. Provide Geotechnical Investigation. Coordinate with Geotechnical Engineer for recommendations for grading, foundation design, retaining walls and site paving.
    - Perform up to approximately 10 test pits using a typical rubber tire backhoe. Our test pits will extend to approximately 8 feet or practical refusal.
    - Observe the prevailing soils conditions, obtain representative soil samples from the test pits and return to our laboratory for further examination and testing.
    - Log the soils encountered in the test pits in accordance with the Unified Soil Classification System.
    - Upon completion, the test pits will be backfilled in lifts with tamped excavation spoils.
    - Perform laboratory tests on selected samples to evaluate pertinent geotechnical parameters.
    - Laboratory testing assignments will be based on the soils conditions encountered in our field exploration; testing for shear strength, gradation, maximum dry density and optimum moisture content, plasticity, expansion potential and R-value may be performed. In addition, four soil samples will be submitted to our laboratory for screening-level corrosion testing.
    - Prepare a report with design-level conclusions and recommendations.
8. Prepare Topographic Survey of the site and immediate frontage.
9. Determine overall utility load requirements for the project to ensure adequate capacity for service to the project site.
10. Determine impacts to Site Utilities including lighting, electrical, gas, storm, sewer and water. Prepare Utility Plans that provides location and availability of all existing utilities and services to serve the fire station site.
11. Develop concept designs for building construction and site development, based needs identified for the Fire Station Building and present to City stakeholders.
12. Develop Preliminary Site Plans and Building Floor Plans and massing studies for the fire station.
13. Prepare conceptual site drawings indicating placement of structures and amenities on site. This will include the following:
    - building site orientation, site ingress and egress, and miscellaneous site information.
    - Develop preliminary Civil Plans including preliminary grading plans, utility study and hydrology based on topo survey data.
    - Prepare preliminary landscape and hardscape plans.
14. Develop building structural, mechanical, plumbing and electrical system Basis of Design documentation for the fire station.
15. Develop preliminary Cost Estimates based upon building systems for the proposed design. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
16. Present concept options to stakeholders for review and consideration/selection of final design option.
17. Provide a written preliminary evaluation of the project, schedule and construction budget based on selected design option.

18. Make required submissions to City for Final Schematic review and approval. Drawings required for this submittal would include:
    - Site Plan
    - Schematic Floor Plan
    - Preliminary Grading Plan
    - Preliminary Utility Plan
    - Schematic Building Elevations
    - Conceptual Landscape Plans
    - Exterior Color and Material Sample Boards
    - A colored rendering of the fire station
19. Present Schematic design alternatives at two (2) City Council meetings and at two (2) Public Workshops (total of 4 presentations/meetings for this bullet)
20. Assist in preparation and presentation of staff reports recommendation to the City of Rocklin City Council for final design approval.
21. Make required modifications to Schematic Design to obtain Schematic Design approval.
22. After obtaining approval of Schematic Design we will proceed into Task 3, Design Development.
23. For the Design Development Phase, we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

TASK 3: DESIGN DEVELOPMENT PHASE

1. Refine design of Site Plan, Architectural Plans, and Engineering Plans.
2. Prepare preliminary material and equipment selections for review.
3. Prepare updated design renderings and conduct Virtual Reality walk thru.
4. Develop structural system consistent with design concept.
5. Develop building mechanical, plumbing and electrical systems consistent with design concept.
6. Development of Median improvements, Striping and Signage Plans.
7. Prepare Storm Water Prevention Plan in accordance with City requirements.
8. Coordinate with Owner systems for phone/data/cable/security/AV requirements.
9. Develop Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
10. Prepare preliminary FFE matrix in conjunction with City purchasing, and make recommendations on all finishes and materials to be consistent with building design.
11. Develop performance plans and specifications for Fire Sprinkler and Fire Alarm system modifications to be incorporated into Construction Documents. Final design of sprinkler and alarm systems shall be a deferred approval item provided by the contractor.
12. Prepare preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design but will include design and construction contingencies.
13. Make required submittal to the City for Design Development Review.
14. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Task 4, Construction Documents.
15. For the Design Development Phase, we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

TASK 4: CONSTRUCTION DOCUMENTS (CD) PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing, electrical and planting and irrigation. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 65%, 90% and 100% and will include plans and specifications.
2. Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation and paving design.
3. Submit plans to Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
4. Update Construction Cost Estimate.
5. Submit plans to local utility companies for review and approval. (Note: any required Utility Company fees are not included).
6. For the Construction Document Phase, we have included we have included monthly in person/virtual coordination meetings with selected staff and stakeholders.

TASK 5: BID SUPPORT SERVICES

Bid support services are based on an assumed 4 week bid period, followed by 4 weeks of bid analysis and review services as noted.

1. Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit.
2. Assist in responding to questions raised during the bidding process. Prepare Addenda as required to address bidding questions.
3. Attend the bid opening.
4. Assist in preparing the bidders analysis including checking the calculations in each bid.
5. Assist in reviewing and preparing a recommendation of the successful bidder.
6. Submit all Addenda and assist in obtaining approval from City to incorporate into the Permit Set.

TASK 6: CONSTRUCTION PHASE SERVICES

Construction contract administration services are based on a Sixteen month construction period, from Authorization to Proceed through Punchlist Inspection.

1. Attend and lead the project pre-construction meeting and construction kick-off meeting.
2. Attend Progress Construction Meetings on a weekly basis (virtual or in person as needed) during the course of construction (total of 68) to observe the project, and prepare site visit report. Site visit shall include meeting with Contractor and City representative to review progress of construction, review pending RFI and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
3. Provide two site visits per discipline (by the respective engineers) for civil, structural, electrical mechanical and Landscape to review progress of construction and conformance with construction documents.
4. Make one additional site visit to perform Punchlist Inspection, and one additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
5. Review construction submittals and address submittal clarification/substitution requests.

6. Respond in writing to any Contractor's Requests For Information (RFI's) during construction. Create a log identifying each RFI, the date the RFI was submitted, the resolution to each RFI, and the date the resolution was submitted to City.
7. Issue drawing modifications or sketches as required to provide clarification.
8. Provide periodic (monthly minimum) as-built drawings review.
9. Assist in review of Contractor's monthly pay requests.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. Revisions to Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.
2. Preparing separate construction document packages for discretionary permits, alternate bid items or project phasing.
3. Attendance of any public hearings and/or additional meetings other than noted.
4. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, budget, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
5. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
6. Providing services in conjunction with implementing substitutions proposed by the Contractor and making subsequent revisions to Contract Documents resulting from such. This includes the review of alternate lighting packages.
7. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
8. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
9. Providing "Special Inspection" services required by law or the Contract Documents.
10. Hydraulic Pump Design for fire protection systems.
11. Fire Protection Engineering for full fire protection systems design. As noted above, performance criteria specifications are included in base scope.
12. Design of Distributed Antenna Systems (DAS) for emergency responder radio systems.
13. Transportation/Traffic Engineering.
14. Design for undergrounding of existing overhead utilities.
15. Design of Photo-voltaic (PV) systems other than code required infrastructure.
16. A Geotechnical Report is required with foundation and seismic design parameters which is not available yet. Alternate foundation systems such as matt or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not included at this time.
17. Commissioning or Enhanced Commissioning services.
18. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
19. Preparation of Right of Way improvements as a separate drawing package.
20. Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

21. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost

We propose to provide the stated basic services for a fixed fee as noted below. Invoices will be submitted monthly for the work completed during the month, on any particular phase in accordance with City Guidelines.

The proposed breakdown for the Basic Services charges will be as follows.

Task 1: Project Initiation	$	40,716.00
Task 2: Schematic Design Phase	$	198,824.00
Task 3: Design Development	$	295,644.00
Task 4: Construction Documents	$	469,823.00
Task 5: Bid Support	$	24,210.00
Task 6: Construction Administration Services	$	191,279.00
Reimbursable Expenses	$	8,000.00
TOTAL BASE SCOPE	**$**	**1,228,496.00**

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

We appreciate the opportunity to present this proposal. We are available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,

Jeff Katz, AIA
Principal

EXHIBIT A
HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

COAR DESIGN GROUP - Prime Architect

Principal Architect	$265.00/hr.
Senior Project Manager	$220.00/hr.
Project Architect/Manager	$200.00/hr.
Design Manager	$225.00/hr
QC Manager	$195.00/hr.
Job Captain	$150.00/hr.
Specification Writer	$195.00/hr.
Construction Administrator	$190.00/hr.
Drafter	$130.00/hr.
Administrative	$ 95.00/hr.

CAPITAL ENGINEERING – Mechanical/Plumbing Engineer

Principal	$223.00/hr.
Project Manager	$196.00/hr.
Engineer	$160.00/hr.
Drafter	$127.00/hr.

O'MAHONY & MYER - Electrical Engineer

Principal	$235.00/hr.
Project Engineer	$165.00/hr.
Drafter	$120.00/hr.
Administrative	$105.00/hr.

RHAA – Landscape Architect

Principal-in-Charge Landscape Architect	$300.00/hr.
Project Manager	$175.00/hr.
Designer	$160.00/hr.
Administration	$90.00/hr.

ZFA Structural Engineer

Principal	$250.00/hr.
Engineer	$135.00/hr.
Senior Drafter	$130.00/hr.
Designer	$120.00/hr.

BKF Civil Engineer

Principal	$268.00/hr.
Project Manager	$247.00/hr.
Project Engineer	$212.00/hr.
Drafter	$162.00/hr.
Administration	$95.00/hr.

GEOCON – Geotechnical Engineer

Principal Engineer	$269.00/hr.
Senior Engineer	$180.00/hr.
Project Engineer	$150.00/hr.
Field Technician	$140.00/hr.
Equipment Operator	$150.00/hr.
CADD / Administration	$105.00/hr.

GRIFFIN STRCUTURES - Cost Estimator

Principal	$240.00/hr.
Senior Cost Estimator	$220.00/hr.
Junior Cost Estimator	$200.00/hr.
Administration	$90.00/hr.

COAR assumes responsibility for all work performed by sub-consultants on the project and factors in required time to coordinate the sub-consultants work. However, COAR does not markup sub-consultant work, which will be billed at the direct rate provided by the consultant.

Rates noted will remain in effect for the duration of the noted project schedule, but will increase 4% per year after 2026 (assumed project completion October 2026).

Exhibit "B"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 .....give written approval of an increase in such fixed limit;

.2 authorize re-bidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

EXHIBIT B

Schedule of Performance

	Task Name	Start Date	End Date	Duration	Predecessors
1	City of Rocklin Fire Station #22	12/12/23	08/10/26	693d	
2	General Activities	12/12/23	01/03/24	15d	
3	Council meeting to award contract	12/12/23	12/12/23	1d	
4	Kick-Off Meeting	01/03/24	01/03/24	1d	3FS +13d
5	Task 1: Site Information Gathering	01/04/24	02/28/24	40d	4
6	Topographic Survey	01/04/24	02/28/24	40d	4
7	Geotechnic Survey	01/04/24	02/28/24	40d	4
8	Task 2: Preliminary Site and Building Design	01/04/24	06/07/24	112d	
9	Conceptual Design	01/04/24	04/15/24	73d	
10	Prepare Conceptual Design Package	01/04/24	02/26/24	38d	4
11	Concept Design Package to City w/ Page-Flip	02/27/24	02/27/24	1d	10
12	Pick up City Comments	02/28/24	03/12/24	10d	11
13	Submit 100% Concept Design Package to City	03/12/24	03/12/24	0	12
14	Meet with City Planning for Environmental Review Document	03/13/24	03/13/24	1d	13
15	City 100% Concept Design Review & Approval	03/13/24	04/15/24	24d	13
16	Design Development	04/16/24	06/07/24	39d	
17	Authorization to Proceed to Design Development	04/16/24	04/16/24	1d	15
18	Design Development	04/17/24	06/07/24	38d	17
19	Prepare Design Development Package	04/17/24	05/28/24	30d	17
20	Consultants DD Drawings to COAR	05/14/24	05/14/24	1d	19FF -10d
21	COAR Review of DD	05/14/24	05/14/24	1d	20FF
22	Pick up COAR Comments	05/15/24	05/24/24	8d	21
23	Submit DD Package to City	05/24/24	05/24/24	0	22
24	City DD Review & Approval	05/27/24	06/07/24	10d	23
25	Task 3: Prepare Final Plans and Specifications suitable for Competitive Bidding	06/10/24	12/26/24	144d	4
26	Construction Documents	06/10/24	12/26/24	144d	
27	Authorization to Proceed to Construction Documents	06/10/24	06/10/24	1d	24
28	60% Construction Documents	06/11/24	08/23/24	54d	
29	Prepare 60% CDs	06/11/24	07/22/24	30d	27
30	Consultants 60% CD Drawings to COAR	07/15/24	07/15/24	1d	29FF -5d
31	COAR Review of 60% CDs	07/23/24	07/26/24	4d	29
32	Pick up COAR Comments	07/29/24	08/02/24	5d	31
33	Submit 60% CD Package to City	08/02/24	08/02/24	0	32
34	City 60% CD Review & Approval	08/05/24	08/23/24	15d	33
35	95% Construction Documents	08/26/24	11/07/24	54d	
36	Prepare 95% CDs	08/26/24	10/04/24	30d	34
37	Consultants 95% CD Drawings to COAR	09/27/24	09/27/24	1d	36FF -5d
38	COAR Review of 95% CDs	10/07/24	10/10/24	4d	36
39	Pick up COAR Comments	10/11/24	10/17/24	5d	38
40	Submit 95% CD Package to Building Department	10/18/24	11/07/24	15d	39
41	100% Construction Documents	11/08/24	12/26/24	35d	
42	Pick up Building Department Comments	11/08/24	12/05/24	20d	40
43	Submit Final 100% CDs to Building Department	12/05/24	12/05/24	0	42
44	Receive Permitted Set	12/06/24	12/26/24	15d	43
45	Task 4: Assist the City in Bidding Process	12/27/24	03/24/25	62d	
46	Bid Period	12/27/24	02/10/25	32d	44
47	Bid Review	02/11/25	02/24/25	10d	46
48	Council Award of Bid	02/25/25	03/24/25	20d	47
49	Task 5: Provide Construction Administration Services for the Project	03/25/25	08/10/26	360d	
50	Mobilization	03/25/25	04/14/25	15d	48
51	Construction	04/15/25	08/10/26	345d	50

EXHIBIT C

Schedule of Fees

coar
DESIGN GROUP

ROCKLIN FIRE STATION 22
COST PROPOSAL

We take no exception to the scope of work outlined in the RFP and acknowledge all addenda.
This proposal shall remain valid for 90 days

	COAR DESIGN GROUP MANPOWER BREAK DOWN	Principal In-Charge Architect	Project Manager	Design Manager	Job Captain	TOTAL HOURS	COAR TOTAL LABOR FEE	ZFA - Structral Engineering	O'MAHONY & MYER - Electrical Engineering	CAPITAL ENGINEERING - Mechanical Engineering	RHAA - Landscape Architect	BKF - Civil Engineering	BKF - Survey	GRIFFIN STRUCTURES - Cost Estimating	Geocon - Geotechnical	TOTAL REIMB EXPENSES	TOTAL FEE
	billing rate	$265.00	$200.00	$225.00	$150.00												
	Task Description																
1	Project Initiation	24	24			48	$ 11,160	$ 1,540	$ -	$ -	$ -	$ 2,316	$ 25,700	$ -	$ -		$ 40,716
2	Schematic Design	40	160	160	340	700	$ 129,600	$ 14,280	$ 5,000	$ 12,816	$ 15,160	$ 7,648	$ -	$ 14,320	$ -	$ 2,000	$ 200,824
3	Design Development	68	200	160	340	768	$ 145,020	$ 33,400	$ 31,890	$ 15,938	$ 9,680	$ 15,296	$ -	$ 26,720	$ 17,700	$ 2,000	$ 297,644
4	Construction Documents	68	300	160	760	1,288	$ 228,020	$ 60,250	$ 59,000	$ 41,981	$ 15,640	$ 45,732	$ -	$ 19,200	$ -	$ 2,000	$ 471,823
5	Bid Phase	8	24	12	24	68	$ 13,220	$ 2,080	$ 1,800	$ 2,446	$ 1,980	$ 2,684	$ -	$ -	$ -		$ 24,210
6	Construction Administration	60	40	40	400	540	$ 92,900	$ 29,000	$ 19,800	$ 13,829	$ 19,820	$ 15,930	$ -	$ -	$ -	$ 2,000	$ 193,279
	TOTAL	268	748	532	1,864	3,412	$619,920	$140,550	$117,490	$87,010	$62,280	$89,606	$25,700	$60,240	$17,700	$8,000	$1,228,496

	ZFA STRUCTURAL ENGINEERS MANPOWER BREAK DOWN	Principal In-Charge	Engineer	Designer	Senior BIM Tech	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$250.00	$135.00	$120.00	$130.00				
	Task Description								
1	**Project Initiation**	4	4			8	$ 1,540		$ **1,540**
2	**Schematic Design**	24	40	24		88	$ 14,280		$ **14,280**
3	**Design Development**	40	80	40	60	220	$ 33,400		$ **33,400**
4	**Construction Documents**	40	150	120	120	430	$ 60,250		$ **60,250**
5	**Bid Phase**	4	8			12	$ 2,080		$ **2,080**
6	**Construction Administration**	32	120	40		192	$ 29,000		$ **29,000**
	TOTAL	144	402	224	180	950	140550	0	140550

	O'MAHONY & MYER CONSULTING MANPOWER BREAK DOWN	Principal In-Charge	Project Engineer	Drafter	Admin	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$235.00	$165.00	$120.00	$105.00				
	Task Description								
1	**Project Initiation**					0	$ -		$ -
2	**Schematic Design**	8	16	4		28	$ 5,000		$ **5,000**
3	**Design Development**	60	86	30		176	$ 31,890		$ **31,890**
4	**Construction Documents**	80	200	60		340	$ 59,000		$ **59,000**
5	**Bid Phase**		8	4		12	$ 1,800		$ **1,800**
6	**Construction Administration**	24	80	8		112	$ 19,800		$ **19,800**
	TOTAL	172	390	106	0	668	117490	0	117490

	CAPITAL ENGINEERING MANPOWER BREAK DOWN	Principal In-Charge	Project Manager	Engineer	Drafter	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$223.00	$196.00	$160.00	$127.00				
	Task Description								
1	**Project Initiation**					0	$ -		$ -
2	**Schematic Design**	17	20	20	15	72	$ 12,816		$ **12,816**
3	**Design Development**	11	32	30	19	92	$ 15,938		$ **15,938**
4	**Construction Documents**	15	61	135	40	251	$ 41,981		$ **41,981**
5	**Bid Phase**	4	5	2	2	13	$ 2,446		$ **2,446**
6	**Construction Administration**	12	37	22	3	74	$ 13,829		$ **13,829**
	TOTAL	59	155	209	79	502	87010	0	87010

	RHAA LANDSCAPE ARCHITECTS + PLANNERS MANPOWER BREAK DOWN	Principal In-Charge Landscape Architect	Project Manager	Designer	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$300.00	$175.00	$160.00				
	Task Description							
1	**Project Initiation**					$ -		$ -
2	**Schematic Design**	8	40	36		$ 15,160		$ **15,160**
3	**Design Development**	1	28	28		$ 9,680		$ **9,680**
4	**Construction Documents**	0	40	54		$ 15,640		$ **15,640**
5	**Bid Phase**	0	4	8		$ 1,980		$ **1,980**
6	**Construction Administration**	6	92	12		$ 19,820		$ **19,820**
	TOTAL	15	204	138	0	62280	0	62280

	BKF ENGINEERS MANPOWER BREAK DOWN	Sr. Associate Principal	Project Manager	Senior Project Engineer	Design Engineer	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$268.00	$247.00	$212.00	$162.00				
	Task Description								
1	Project Initiation	1	4	5		10	$ 2,316		$ 2,316
2	Schematic Design	2	8	12	16	38	$ 7,648		$ 7,648
3	Design Development	4	16	24	32	76	$ 15,296		$ 15,296
4	Construction Documents	4	40	80	110	234	$ 45,732		$ 45,732
5	Bid Phase		4	8		12	$ 2,684		$ 2,684
6	Construction Administration		54		16	70	$ 15,930		$ 15,930
	TOTAL	11	126	129	174	440	89606	0	89606

	BKF ENGINEERS MANPOWER BREAK DOWN	Associate Principal	Survey Project Manager	Drafter III	2-Person Survey Crew	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$260.00	$247.00	$143.00	$348.00				
	Task Description								
1	Field Topographic Survey (up to 5 days)	1		40	40	81	$ 19,900		$ 19,900
2	Boundary Survey	4	8		8	20	$ 5,800		$ 5,800
	OPTIONAL SERVICES (IF CREATING A NEW PARCEL FOR FIRE STATION)					0	$ -		$ -
	Tentative Map					0	$ -		$ -
	Parcel Map					0	$ -		$ -
	Set Field Monuments					0	$ -		$ -
	TOTAL	5	8	40	48	101	25700	0	25700

	GRIFFIN STRUCTURES MANPOWER BREAK DOWN	Preconstruction Manager	Chief Estimator	Cost Estimator	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$240.00	$220.00	$200.00				
	Task Description							
1	Project Initiation				0	$ -		$ -
2	Schematic Design	8	20	40	68	$ 14,320		$ 14,320
3	Design Development	8	40	80	128	$ 26,720		$ 26,720
4	Construction Documents	8	24	60	92	$ 19,200		$ 19,200
5	Bid Phase				0	$ -		$ -
6	Construction Administration				0	$ -		$ -
	TOTAL	24	84	180	288	60240	0	60240

	GEOCON MANPOWER BREAK DOWN	Sr. Engineer	Project Engineer	Field Technician II (PW)	Field Technician II (PW) OT	Equipment Operator (PW)	Equipment Operator (PW) OT	Sr. Draftsman	TOTAL HOURS	TOTAL LABOR FEE	REIMBURSABLE EXPENSES	TOTAL FEE
	billing rate	$180.00	$150.00	$140.00	$210.00	$150.00	$225.00	$105.00				
	Task Description											
1	**Project Initiation**								0	$ -		$ -
2	**Schematic Design**								0	$ -		$ -
3	**Design Development**	12	24	8	4	8	4	8	68	$ 10,660	$ 7,040	$ **17,700**
4	**Construction Documents**								0	$ -		$ -
5	**Bid Phase**								0	$ -		$ -
6	**Construction Administration**								0	$ -		$ -
	TOTAL	12	24	8	4	8	4	8	68	10660	7040	17700

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: _____
Jeff Katz



City of Rocklin Fire Station No. 22

Architectural and Engineering Design & Construction Oversight Services

September 22, 2023
City of Rocklin

200 E Street
Santa Rosa, CA 95404
619.504.0984
jeff@coargroup.com

coar
DESIGN GROUP

COAR Design Group
200 E Street
Santa Rosa, CA 95404

City of Rocklin — City Hall

Attention: Elizabeth Sorg, Management Analyst Office of the City Manager

elizabeth.sorg@rocklin.ca.us

3970 Rocklin Road, Rocklin, CA 95677

CONCEPTUAL DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, AND PROJECT CONSTRUCTION OVERSIGHT SERVICES FOR THE CONSTRUCTION OF FIRE STATION NO. 22

Dear Selection Committee,

COAR Design Group (COAR) would like to thank you for this opportunity to submit our qualifications for the design and engineering of Fire Station No. 22. We are confident in our ability to provide the City of Rocklin with a state-of-the-art fire station that operates at maximum efficiency while serving as a comfortable home-away-from-home for fire personnel.

COAR and our team of well-qualified consultants bring invaluable experience from completing over 450 public works facilities over the last 31 years, including over 100 fire stations. We are honored to be one of the few architecture firms chosen to present at the National Station Design Conference, where we support Cities, Fire Districts, and Counties on the designs of both new and renovated fire stations. Having provided design recommendations to hundreds of fire stations throughout the U.S., our firm brings expertise in designing and delivering projects on time and within budget that few can match. We will utilize this experience to bring forward creative solutions that work with your budget, operations, and any potential site constraints.

We understand that the City desires a facility that will better meet the department's current and future needs, including effectively serving the East Rocklin region. We are prepared to work collaboratively with you to ensure the goals of this new station are well represented in your station design as well as any required coordination with the College and Design District.

Your priorities are paramount, and it is our sincere goal to be your partner in achieving them. We believe that communication with the entire team is critical to giving the City a seamless project experience. Whether through an all-hands design meeting with the project team or a quick phone call following up on products and details, we are confident that you will find our team friendly, engaging, and knowledgeable throughout the process.

Everyone at COAR Design Group is excited about the opportunity to design the new Fire Station No. 22 for the City of Rocklin, and we thank you for taking the time to review our firm's qualifications. We look forward to speaking with you further about this opportunity to work together.

COAR Design Group will perform the services and adhere to the requirements described in this RFP, including any addenda.

Sincerely,



Jeff Katz | AIA, PRINCIPAL-IN-CHARGE

jeff@coargroup.com
619.504.0984

4.5 PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

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

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

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

COAR Design Group
NAME OF BUSINESS

SIGNATURE

Jeff Katz, President, Principal-in-Charge
NAME & TITLE, TYPED OR PRINTED

200 E Street, Santa Rosa, CA 95404
MAILING ADDRESS

619.504.0984
TELEPHONE NUMBER

jeff@coargroup.com
EMAIL

Type of Organization:

_____ Sole Proprietorship __X__ Corporation _____ State of Incorporation

_____ Partnership _____ Limited Liability Company

Table of Contents



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Firm's Qualifications

A Firm's Qualifications

FIRM PROFILE

COAR Design Group is a nationally recognized design firm founded in 1992 with offices in Santa Rosa and San Diego, California. We specialize in public projects, with an emphasis on fire stations, and value opportunities that make a positive impact in the community. With years of experience working on fire station projects, our clients return to us time and time again because we are able to accomplish projects without sacrificing design quality. We believe the true measure of design excellence is a facility's ability to hold up over time to the heavy use it receives on a daily basis. As a testament to the quality of our projects, we have been recognized with design awards both from industry and community organizations, including the "Gold Medal" by Firehouse Magazine and the "Regional Honor Award" and "Best of the Best" award by Engineering News Record (ENR).

○ **PUBLIC WORKS PROJECTS:** 450+	○ **YEARS IN BUSINESS:** 31	○ **OFFICE LOCATIONS:** 2
○ **FIRE STATION PROJECTS:** 100+	○ **IN-HOUSE STAFF:** 31	**NORTHERN CALIFORNIA:** 200 E STREET SANTA ROSA, CA 95404
○ **PRIMARY POINT OF CONTACT:** JEFF KATZ 619.504.0984 jeff@coargroup.com	○ **FIRM COMPOSITION:** PRINCIPALS: 3 PROJECT STAFF: 22 ADMINISTRATIVE: 6	**SOUTHERN CALIFORNIA:** 9640 GRANITE RIDGE DRIVE SUITE 130 SAN DIEGO, CA 92123



COASTSIDE FIRE STATION NO. 41



Jeff, founder of COAR, began his career after he graduated with from California Polytechnic State University, San Luis Obispo. Now, Jeff is nationally recognized as an expert designer of public safety facilities by publications such as Engineering News Record and Firehouse Magazine. Jeff annually presents at the National Station Design Conference about innovations implemented on COAR public safety projects. As Principal-in-Charge, Jeff will provide coordination with the project team and stakeholders. He will offer his insight and creative design solutions throughout the project to ensure the City receives a fire station design that not only meets their expectations, but is exceptional for their personnel and surrounding community.

JEFF KATZ, AIA, NCARB

Principal-in-Charge

COMPANY / SPECIALIZATION

COAR Design Group / Architecture

REGISTRATION/CERTIFICATIONS

Architect, CA: #C18223

AIA: #30060750

NCARB Certification: #37272

YEARS OF EXPERIENCE

39

YEARS WITH FIRM

31

EDUCATION

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

ACE Mentor Program, San Diego

American Institute of Architects, San Diego Chapter Member

Habitat for Humanity Volunteer

U.S. Green Building Council, Member

Office of Emergency Services, Volunteer

COMPARABLE PROJECTS

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA

Currently in the Schematic Design phase, this new, approximately 9,700 sf station will include three apparatus bays consisting of 4,020 sf, and three bunk rooms within part of a 3,284 sf crew area. This station will include ADA features.

SANTA ROSA FIRE STATION NO. 5, SANTA ROSA, CA

This Design-Build single story Fire Station will serve as a replacement for the previous Station 5 that was lost in the Tubbs Fire in 2017. The Station will be relocating to a larger site, affording additional space to accommodate a larger facility capable of supporting upstaffing operations in the event of significant weather events.

PLEASANTON FIRE STATION NO. 3, PLEASANTON, CA

COAR recently completed this 8,000 sf station for the City of Pleasanton. COAR provided full architectural services from concept design through construction administration for this project inclusive of electrical, plumbing, mechanical, structural, landscape, geotechnical, and civil engineering.

COASTSIDE FIRE STATION NO. 41, HALF MOON BAY, CA

COAR provided full architectural services for this new 10,000 sf Fire Station to replace an outdated station. The station includes three drive-thru apparatus bays, sleeping quarters for seven personnel, a 30-person training room, kitchen, dining, dayroom, offices, fitness, turnout storage and shop area. Site improvements include secured personnel parking, emergency generator and public parking area.

VACAVILLE CORPORATION YARD, VACAVILLE, CA

This project includes the design of a new City Public Works Corporation Yard Administration Center as well as renovations to existing breakroom and locker room functions. The Administration building will be approximately 4,600 sf of office/work space, including eight individual offices which surround a central collaboration area, and a conference/meeting room. The lobby area includes stations for staff and file storage, a conference room, and a public restroom.



Christie has more than 16 years of professional experience and has prepared construction documents for public and private sector projects, with an emphasis on fire station design. She excels in photo-realistic architectural renderings and manages the Building Information Modeling (BIM) process internally and across all team members. As Design Principal, Christie will be primarily involved in developing the preliminary design concepts for the project, making sure that early design decisions are followed as the design progresses. Christie will also coordinate the use of technology across the team to maximize the capabilities of our programs and processes to produce both construction documents, design walkthroughs, and photorealistic renderings of the project.

CHRISTIE JEWETT, AIA, DBIA, NCARB

Design Principal

COMPANY / SPECIALIZATION

COAR Design Group / Architecture

REGISTRATION/CERTIFICATIONS

Architect, CA: #35526

DBIA: #1127055

NCARB Certification: #78530

YEARS OF EXPERIENCE

17

YEARS WITH FIRM

13

EDUCATION

Master of Architecture, North Dakota State University

Bachelor of Science, Environmental Design, North Dakota State University

PROFESSIONAL AFFILIATIONS

Ace Mentor Program, San Diego

Eco-Engineering Academy, Board President

Urban Land Institute, Member

Women in Architecture, Member

COMPARABLE PROJECTS

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA

Currently in the Schematic Design phase, this new, approximately 9,700 sf station will include three apparatus bays consisting of 4,020 sf, and three bunk rooms within part of a 3,284 sf crew area. This station will include ADA features.

SANTA ROSA FIRE STATION NO. 5, SANTA ROSA, CA

This Design-Build single story Fire Station will serve as a replacement for the previous Station 5 that was lost in the Tubbs Fire in 2017. The Station will be relocating to a larger site, affording additional space to accommodate a larger facility capable of supporting upstaffing operations in the event of significant weather events.

PLEASANTON FIRE STATION NO. 3, PLEASANTON, CA

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COASTSIDE FIRE STATION NO. 41, HALF MOON BAY, CA

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CHULA VISTA FIRE STATIONS NO. 3 & 5, CHULA VISTA, CA

COAR worked in partnership with EC Constructors to complete these two design-build stations. Both facilities were designed and constructed concurrently. Station 3 is a four-bay, 13,350 sf station and Station 5 is a three-bay, 12,310 sf station. Each station was designed to mold into the surround neighborhood context and offer state-of-the-art facilities for its end-users while providing improved response times on the west side of the city.



A graduate of California Polytechnic State University, San Luis Obispo in 2009 with a Bachelor's Degree in Architecture, Matt is a Principal and Project Architect in our office. He has prepared construction documents and provided construction administration for multiple public and private sector projects. He has worked closely with clients to develop relationships and collaborate on projects ranging from public safety facilities to elaborately themed projects, labs, and administrative offices. As QA/QC Principal, Matt will oversee COAR and subconsultant staff in the development of all drawings and documents for the project. This includes management of the Quality Assurance and Quality Control process throughout design and documentation.

MATT KINGDON, AIA, NCARB

Quality Assurance / Quality Control Principal

COMPANY / SPECIALIZATION

COAR Design Group / Architecture

REGISTRATION/CERTIFICATIONS

Architect, CA: #C39713

AIA: #40806857

NCARB: #443594

YEARS OF EXPERIENCE

15

YEARS WITH FIRM

12

EDUCATION

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA), San Diego Chapter Member

Habitat for Humanity, Volunteer

National Council of Architectural Registration Boards, Member

Urban Land Institute, Member

COMPARABLE PROJECTS

SKYLONDA FIRE STATION NO. 58, WOODSIDE, CA

This firehouse is a two-story building to separate the dorm rooms and associated living/restroom/shower functions from the administrative offices, conference/ community room. Personnel living space is on the second floor separated from the more active fire station functions providing a comfortable work environment. Critical to this project's success is the phasing of construction and provision of temporary facilities on site during construction.

SAN RAMON FIRE JOINT PUBLIC SAFETY BUILDING, SAN RAMON, CA

This project is to create a joint Public Safety with the City of San Ramon Police and Fire Departments. The initial phase of the project includes a detailed space needs and existing facility assessment for Fire Administration, Police and Emergency Communications. The project will re-purpose an existing building to serve as Fire Administration, renovations to the existing Police Facility and construction of a new joint Emergency Operations Center and Communications Center.

CHULA VISTA FIRE STATION NO. 10 AT MILLENIA, CHULA VISTA, CA

Completed in April 2020, this design-build fire station with EC Constructors consists of 12,575 sf and will have 10 bunks rooms and 3 drive-thru apparatus bays. The dynamic design of the new station will both complement the new Millenia development and also act as a landmark and beacon for the community. Solar panels are utilized to offset the building's energy consumption.

PINE VALLEY FIRE STATION NO. 44, PINE VALLEY, CA

A new two-story Pine Valley Fire Station of approximately 14,000 sf, which includes an apparatus bay (with associated support spaces), an administrative/training area and living accommodations. The Project implements low impact development standards and use sustainable design principles, practices and performance. The architecture, engineering, landscaping and building systems are designed for efficiency and ease of maintenance.



Krt is a skilled project manager with a diverse range of experience. Originally working in construction and structural welding, he earned the position of Shop Foreman before going on to study Civil Engineering and Architectural Design at Santa Rosa Junior College. Krt then transitioned into architectural design and has worked on public projects for over 10 years. As Project Manager, Krt will coordinate the architectural and consultant team through design and construction. He will manage the project team to ensure expectations of quality, schedule, contractual, and budget goals are met. This includes coordination with all design-build consultants to facilitate client meetings and manage stakeholder needs.

KRT MANESS, AIA

Project Manager

COMPANY / SPECIALIZATION

COAR Design Group / Architecture

REGISTRATION/CERTIFICATIONS

AIA Association: #40757852

YEARS OF EXPERIENCE

17

YEARS WITH FIRM

1

EDUCATION

Civil Engineering, Interior Design and Architectural Design, Santa Rosa Junior College, Department of Engineering and Applied Technology

COMPARABLE PROJECTS

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA

Currently in the Schematic Design phase, this new, approximately 9,700 sf station will include three apparatus bays consisting of 4,020 sf, and three bunk rooms within part of a 3,284 sf crew area. This station will include ADA features.

BUTTERFIELD FIRE STATION, MORGAN HILL, CA

COAR developed the initial concept designs and moved them through Design Development. COAR analyzed the existing site and defined needs, developing design options based on the most effective and efficient use of space and costs.

SANTA ROSA FIRE STATION NO. 5, SANTA ROSA, CA

This Design-Build single story Fire Station will serve as a replacement for the previous Station 5 that was lost in the Tubbs Fire in 2017. The Station will be relocating to a larger site, affording additional space to accommodate a larger facility capable of supporting upstaffing operations in the event of significant weather events.

AMAROSA ACADEMY, SANTA ROSA, CA

Amarosa Academy was constructed as an alternative learning environment for 12 to 18 year-old students who are experiencing difficulties in a traditional school setting. The campus occupies 21,000 sf and includes 7 classrooms, a multi-purpose room, an administrative building, recreation area, and a sheriff probation and outreach office. This site also houses a 52kW photovoltaic system on its roof, a day care, a garden, and a kitchen.

PARKSIDE INTERMEDIATE SCHOOL, SAN BRUNO, CA

The new campus began construction in April of 2011 with the demolition of 12 existing classrooms. Twenty-six new classrooms in a two story and a single-story modular building were then constructed. The single story building includes six classrooms, four student restrooms, two staff restrooms, and an interior corridor. The two-story hosts 20 classrooms, a staff lounge, and elevator and restrooms. The redesigned campus features a prep school style central courtyard.



Over the past 16 years, Luke has served as an engineer of record, project manager, and design engineer for various projects, including assessments and feasibility studies, renovations and remodels, new construction, design-build projects, and seismic evaluations. His experience lies primarily in public sector projects, specifically essential services and public and civic facilities. As a Principal, he maintains an active role throughout the project to ensure a wide range of structural systems are evaluated, well-defined, and buildable once selected. He has formed long-standing relationships with staff at many public entities due to his technical expertise, commitment to project schedules, collaboration, and ability to listen.

LUKE WILSON, SE, LEED AP

Principal Structural Engineer

COMPANY / SPECIALIZATION

ZFA Structural Engineers / Structural Engineer

REGISTRATION/CERTIFICATIONS

Structural Engineer, CA: #5933

Civil Engineer, CA: #74941

United States Green Building Council LEED AP

YEARS OF EXPERIENCE

16

YEARS WITH FIRM

14

EDUCATION

Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California (SEAONC)

Redwood Empire Construction Specification Institute (RECSI), Board Member

COMPARABLE PROJECTS

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA*

A new 12,000 sf fire station including 3 drive-through apparatus bays, bunk rooms and living quarters, and a 2,000 sf apparatus storage building.

SANTA ROSA FIRE STATION NO. 5, SANTA ROSA, CA*

A new 9,000 sf fire station with 3 drive-through apparatus bays, living quarters, and associated site work. Design-Build. LEED goal.

BUTTERFIELD FIRE STATION, MORGAN HILL, CA*

The project consists of a new 7,800 sf, one-story fire station, with two drive through apparatus bays, living areas, a fitness room, office and conference rooms, and site amenities.

SAN RAMON FIRE TRAINING FACILITY, SAN RAMON, CA*

A new fire training facility at the existing site consisting of a one-story classroom apparatus storage building, a four-story training tower, pump house, and trench training.

CALIFORNIA HIGHWAY PATROL AREA OFFICE NO. 266, TRACY, CA*

A new 26,266 sf CHP area office with an Area Office Building, Auto Service Building, Radio Vault, Bulk Evidence Storage, Waste Recycle Work, and shade structures over parking and fuel stations. Design-Build. LEED Silver goal.

EL DORADO HILLS FIRE TRAINING CENTER, EL DORADO HILLS, CA

A new 14-acre regional fire training center with a large three-story Class A Burn Building, a small two-story Class A Burn Building, an outdoor classroom, and related sitework.

*Completed with COAR Design Group



As Vice President at BKF, Jim has worked on numerous projects throughout northern California. He has provided project management for various types of projects including healthcare, educational campuses, residential and commercial development, correction and rehabilitation facilities, roadways and public utilities. Involvement in diverse projects has allowed him to acquire extensive knowledge of accessibility, utility design, grading and drainage and storm water quality implementation, as well as an understanding of various local and state municipalities and agencies.

JIM MCCURDY, PE

Principal Civil Engineering

COMPANY / SPECIALIZATION

BKF Engineers / Civil Engineering

REGISTRATION/CERTIFICATIONS

Professional Civil Engineer, CA: #64850

YEARS OF EXPERIENCE

24

YEARS WITH FIRM

22

EDUCATION

Bachelor of Science, Pennsylvania State University

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

COMPARABLE PROJECTS

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA*

BKF worked in conjunction with COAR to provide topographic and boundary surveying and design and construction administration services for the construction of a new fire station.

MORGAN HILL BUTTERFIELD FIRE STATION, MORGAN HILL, CA *

BKF provided civil engineering consulting services for the new fires station on the 1.8-acre site. BKF prepared construction documents for permit and construction.

PORTERVILLE FIRE STATIONS NO. 71, 72, & 73 REMODELS, PORTERVILLE, CA*

BKF is providing civil design development, surveying and construction administration for the renovation of three existing fire stations.

VACAVILLE FIRE STATION NO. 75, VACAVILLE, CA*

BKF was the civil engineer under the design-build team for a new 8,300 s.f. fire station in Vacaville. BKF worked in conjunction with COAR and the City of Vacaville to incorporate several features for functionality and sustainability.

FRESNO FIRE STATION 18, FRESNO, CA*

BKF provided civil engineering services for the new station building on a 1.7-acre parcel. BKF provided consulting for on-site improvements including grading, drainage, stormwater retention, utility services, and landscape areas. Off-site improvements included public utility connections, roadway widening, and curb, gutter, and sidewalk design.

FIRE STATION 14, SACRAMENTO, CA

BKF completed design documents for the construction of a new fire station, located at 1341 North C Street within the City of Sacramento. BKF completed design related to surface improvements, grading & drainage, utility systems and storm water managements.



Pieter is a licensed professional engineer with nearly 40 years of experience in the field. He has served as electrical Principal-In-Charge and electrical project manager for numerous office projects, both new construction and modernizations, as well as master planning and building assessments. On the proposed project Pieter will serve as Electrical Principal-In-Charge and Electrical Project Manager, responsible for the electrical engineering and specifications for the power services and distribution systems; lighting systems and lighting controls; data communications systems; fire alarm systems; and ensuring compliance with California Title 24 lighting requirements and regulations.

PIETER COLENBRANDER,

PE, LEED AP

Principal Electrical Engineer

COMPANY / SPECIALIZATION

O'Mahoney & Myer. / Electrical Engineering

REGISTRATION/CERTIFICATIONS

Professional Engineer, CA: #E14738

YEARS OF EXPERIENCE

39

YEARS WITH FIRM

39

EDUCATION

Bachelor of Science, Electrical Engineering, California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

LEED Accredited Professional

Member, National Fire Protection Association (NFPA)

COMPARABLE PROJECTS

BUTTERFIELD FIRE STATION, MORGAN HILL, CA*

Design of a new single story, double Apparatus Bay Fire Station, with roof and canopy mounted solar photovoltaic power system and microgrid battery energy storage system.

PORTERVILLE FIRE STATIONS NO. 71, 72, & 73 REMODELS, PORTERVILLE, CA*

Design of modernization renovations to three fire stations. Renovations include complete LED lighting upgrades, as well as power system renovations and App Bay Extensions.

SANTA ROSA FIRE STATION NO. 5, SANTA ROSA, CA*

A new 9,000 sf fire station with 3 drive-through apparatus bays, living quarters, and associated site work. Design-Build. LEED goal.

CHP CHICO AREA OFFICE & DISPATCH CENTER NO. 241, CHICO, CA*

Completed in June 2017, this CHP Area Office includes Building A - Area Office Building, Building B - Auto Service Building, and Building C - Waste/Recycle and Equipment Storage. Site improvements include a public parking area, truck inspection area, secure fenced parking, communications tower and fueling station. This facility achieved LEED Gold Certification.

CHP TRACY AREA OFFICE NO. 266, TRACY, CA*

Currently in the Construction Documents phase, this facility and all associated structures are designed to meet the Essential Services Buildings Seismic Safety Act (ESA) of 1986. With an approximate square footage total of 28,000 GSF, the project is comprised of an Administrative Office Building (Building A); an Auto Service Building (Building B); and a combined Radio Vault, Storage, Waste and Recycling Building (Building C). Other structures include a Radio Antenna Tower and a covered Fueling Island.

*Completed with COAR Design Group



As a Principal and Team Leader of Capital's Civic and Criminal Justice teams, Anthony provides day-to-day "hands-on" design and management for the mechanical engineering design team including supervision and management of engineering, documentation, calculations, modeling and general administration. Anthony has worked on a wide variety of civic facilities for the federal government, state, cities, counties, and the California court system. He holds extensive experience with all mechanical system types including: large central heating and cooling plants, built-up air-handling systems, packaged systems, VRF, sustainable and energy efficient design, and hydronic systems. Anthony has performed numerous assessments of City, County, State and Federal buildings.

ANTHONY COLACCHIA, PE

Principal Mechanical Engineer

COMPANY / SPECIALIZATION

Capital Engineering / Mechanical Engineering

REGISTRATION/CERTIFICATIONS

Professional Engineer, CA: #M29743

YEARS OF EXPERIENCE

31

YEARS WITH FIRM

31

EDUCATION

Bachelor of Science, Mechanical Engineering, California State Polytechnic University San Luis Obispo

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers

U.S. Green Building Council

COMPARABLE PROJECTS

PORTERVILLE FIRE STATIONS NO. 71, 72, & 73 REMODELS, PORTERVILLE, CA*

Mechanical engineering services for a brand new 8,000 square-foot one story building located on a 0.74-acre site in the City of Dixon. The schematic design includes four dorm style accommodations, showers, kitchen, office space, public lobby, fitness room and five apparatus bays.

SACRAMENTO AIRPORT AIRCRAFT RESCUE FIRE FIGHTING FACILITY, SACRAMENTO, CA

The new ARFF facility supports both Air Side and Landside Emergency Response operations for the Sacramento County Airport Fire Department housing both ARFF and Structural Emergency vehicle sets inside of 7 Apparatus Bays. Apparatus bay support areas include foam storage, decontamination space, SCBA storage and shop space. The facility also includes fire fighter living quarters as well as Fire Department Administrative offices. The living side of this new facility includes space for 11 dormitories, showers / restrooms, kitchen, dining, dayroom, training room, and physical conditioning space. Capital provided commissioning services for HVAC systems which included exhaust fans, dedicated outside air unit, ductless split units, variable refrigerant flow system and related controls. In addition, commissioned domestic hot water systems and lighting controls..

SANTA ROSA FIRE STATION NO. 5, SANTA ROSA, CA*

A new 9,000 sf fire station with 3 drive-through apparatus bays, living quarters, and associated site work. Design-Build. LEED goal.

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA*

A new 12,000 sf fire station including 3 drive-through apparatus bays, bunk rooms and living quarters, and a 2,000 sf apparatus storage building.

*Completed with COAR Design Group



Shane has 24+ years of experience performing geotechnical engineering services throughout Northern California. He has managed geotechnical and materials testing services during the design and construction of essential services buildings, public facilities, fire stations, school campuses, educational facilities, major transportation and infrastructure projects, and low- to high-rise mixed-use developments. His expertise includes slope stability analysis, foundation design, pavement design, hillside grading and the mitigation of complex geologic problems during land development. A variety of agencies rely on his experience and wider project perspective when making decisions regarding project feasibility, foundation systems and site development.

SHANE RODACKER, PE, GE

Senior Geotechnical Engineer

COMPANY / SPECIALIZATION

Geocon Consultants, Inc. / Geotechnical Engineering

REGISTRATION/CERTIFICATIONS

Geotechnical Engineer, CA: #62915

Professional Civil Engineer, CA: #63291

YEARS OF EXPERIENCE

24

EDUCATION

Bachelor of Science, Civil Engineering, North Dakota State University

PROFESSIONAL AFFILIATIONS

ACEC

ASCE

CalGeo

Geoprofessional Business Association

South Bay Engineers Club

COMPARABLE PROJECTS

PLEASANTON FIRE STATION NO. 3 , PLEASANTON, CA*

Design level geotechnical investigation to replace previous fire station with a new 8,000 foot2, 2-story fire station. Due to liquefaction and consolidation settlement potential, and based on Mr. Rodacker's recommendations, the City utilized a grid system of shallow strip footings for foundation support.

COASTSIDE FIRE STATION NO. 41, HALF MOON BAY, CA*

Geotechnical investigation and construction inspection services for the development of a new 2,425 foot2 fire station. Recommendations were provided to mitigate the potential effects of soil expansion.

SKYLONDA FIRE STATION NO. 58, SAN MATEO COUNTY, CA*

Geotechnical investigation and consultation for fire station replacement project. Consultation provided during grading included supplemental recommendations for keyway, back-cut benching and subdrain systems.

SAN RAMON FIRE STATION NO. 34, SAN RAMON, CA*

Design-level geotechnical investigation for the planned remodel/addition of existing station to add an apparatus storage wing with three drive-through bays, constructed with conventional shallow foundations and slab-on-grade foundation support. Site with potential for strong seismic shaking and expansive soils.

FIRE STATION NO. 18, FRESNO, CALIFORNIA*

Geotechnical investigation for the proposed construction of a new single-story Fire Station, apparatus bay storage with through access, a driveway, and site improvements. Undocumented fills.

*Completed with COAR Design Group



As a Principal in the firm, Manuela has been instrumental in the design of a wide variety of high-profile projects. These include corporate campus design, urban design and planning, park and recreation planning, residential design, and commercial and professional facilities. Her interests include the relationship between art, architecture, landscape architecture and contemporary urban design. She is a strong advocate of sustainable design in all her projects. Over her time with the firm, her work has expanded to include many international projects, including work in Chile, Taiwan, Malaysia, Israel, Korea, the Philippines, China, Australia and Japan.

MANUELA KING, PLA, LEED AP

Principal Landscape Architect

COMPANY / SPECIALIZATION

RHAA / Landscape Architecture and Planning

REGISTRATION/CERTIFICATIONS

Landscape Architect, CA: #3271

LEED Accredited Professional

US Green Building Council

YEARS OF EXPERIENCE

37

YEARS WITH FIRM

37

EDUCATION

Masters of Landscape Architecture, University of Oregon

Bachelors of Landscape Architecture, University of Oregon

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

Board Member, AIA

Chair, Beautification and Streetscapes Advisory Committee, Union Square Alliance, San Francisco

COMPARABLE PROJECTS

PLEASANTON FIRE STATION NO. 3, PLEASANTON, CA*

RHAA worked closely with COAR as the landscape architectural consultant for the Pleasanton Fire Station No. 3. RHAA's design helped to situate the proposed building in its surrounding context aesthetically, while maintaining functionality and ease of maintenance

SKYLONDA FIRE STATION NO. 58, WOODSIDE, CA*

RHAA worked with COAR Architects to create a new fire station and surrounding site complex. The station is located on Skyline Boulevard and surrounded by redwood forest, which informed and complemented the designed planting palette and outdoor amenity spaces.

SAN RAMON FIRE STATION NO. 34, SAN RAMON, CA*

RHAA worked closely with COAR as the landscape architectural consultant for the San Ramon Fire Training Facility which is currently in the design and estimating phase. The landscape design focuses on providing an attractive, public-facing experience on the exterior, while providing a functioning interior site that facilitates the training objectives of the fire department.

SACRAMENTO METROPOLITAN FIRE STATION, SACRAMENTO, CA

Currently in the Schematic Design phase, this new, approximately 9,700 sf station will include three apparatus bays consisting of 4,020 sf, and three bunk rooms within part of a 3,284 sf crew area. This station will include ADA features.

SAN RAMON FIRE JOINT PUBLIC SAFETY BUILDING, SAN RAMON, CA*

RHAA worked with COAR as the landscape architectural consultant for the San Ramon Public Safety Center project. RHAA's design complemented the existing and proposed buildings and showcased existing natural features such as established oak trees.

*Completed with COAR Design Group



Dustin serves as the Vice President of Preconstruction Services for Griffin Structures, Inc. His primary responsibilities include the executive management of all needs assessment and master planning projects, and will be responsible for cost estimation of this project. In addition, Dustin is skilled at developing long-term facility plans (ranging from $10M to $400M). With a formal background in architecture, Dustin is knowledgeable in aspects of design. He understands the process and skill set required for developing and building architectural programs,site plans, floor plans, elevations, and technical detailing.

DUSTIN ALAMO, CCM, LEED AP

Vice President / Senior Engineer

COMPANY / SPECIALIZATION

Griffin Structures / Cost Estimating

REGISTRATION/CERTIFICATIONS

Certified Construction Manager (CCM)

LEED Accredited Professional

State of California Licensed Real Estate Broker, BRE# 01930629

YEARS OF EXPERIENCE

18

YEARS WITH FIRM

14

EDUCATION

Bachelor of Architecture, University of Colorado, Boulder

PROFESSIONAL AFFILIATIONS

U.S. Green Building Council, Member

Construction Management Association of America, Member

COMPARABLE PROJECTS

PORTERVILLE FIRE STATIONS NO. 71, 72, & 73 REMODELS, PORTERVILLE, CA*

Griffin is performing cost estimating services for this remodel project. The existing Apparatus Bays are being retrofitted to accommodate newer, larger fire apparatus vehicles. Bunk rooms are being revised to individual rooms and expanded for additional personnel. Restroom and shower rooms will be updated with new finishes and to meet accessibility compliance.

SALINAS POLICE SERVICES HEADQUARTERS, SALINAS, CA

Griffin served as the developer for the new Police services facility in the City of Salinas. The facility was delivered utilizing a Public-Private Partnership (P3). The 70,800 gsf center complex replaced the city's existing police department headquarters and accommodates anticipated future growth.

WESTMINSTER POLICE DEPARTMENT HEADQUARTERS & EMERGENCY OPERATIONS CENTER, WESTMINSTER, CA

Griffin Structures served as Program and Construction Manager for this 38,000 sf project, a replacement of the existing building which had been in operation since 1975. The new facility consists of a three-story police department building, including a Type 1 jail, Emergency Operations Center, Training Room, Evidence, Forensics, Patrol, Investigations and more.

SONOMA COUNTY MORGUE & PUBLIC HEALTH LAB, SANTA ROSA, CA*

The County of Sonoma required new facilities for the Morgue and Public Health Lab which are currently located in two separate facilities. This project involved master planning to co-locate these two uses and develop detailed Bridging Documents to enable to County to obtain Design Build proposals.

*Completed with COAR Design Group

B

Experience & References

We have tackled a variety of fire station projects. No building, site, or client is the same, and our breadth of experience grants us the ability to identify critical success factors and discuss mitigation of potential roadblocks. The goal of all our new construction fire stations is to ensure the project has a useful life of 50+ years, fits well with existing community buildings and the College District design guidelines, and serves as a comfortable and safe home for fire station personnel.

WE KNOW PUBLIC SAFETY

As experts in Public Safety design, we stay up-to-date with industry practices so that we can ensure we are designing safe, comfortable, and efficient facilities. We utilize cold, warm, and hot zone design to limit exposure to carcinogens. We understand the functional needs and requirements of Fire Department staff to perform their tasks quickly and safely and design our site plans and building layouts to maximize efficiency and optimize circulation. We also understand the value of creating training opportunities on site and within the building structure to support on-going learning and training.

LONG-STANDING RELATIONSHIPS

We leverage our experience working with various agencies in the region and throughout the State, along with our comprehension of code compliance requirements to position projects to easily gain consensus among stakeholders. Stakeholder consensus is getting everyone in the room, virtual or otherwise, to agree on a path forward. COAR has honed this skill through years of working with public agencies and an understanding of user, owner, community, and political processes.

ACTIVE COLLABORATION

Our design process is flexible and interactive. Responsiveness, inclusiveness, teamwork, accessibility, communication, and collaboration are the guiding principles that our team and design approach is modeled upon. This process encourages full participation of the City and Fire Department. We work as a team, allowing key decision-makers to participate in work sessions to build consensus. The process is open and direct, with proven successful results.

WE DELIVER ON TIME AND ON BUDGET

Decisions made early in the project have less financial impact than changes or modifications made later in the process. We understand our clients' paramount concern for budget and schedule and, therefore, focus first and foremost on designing and delivering each of our projects within a predetermined budget and time frame. Once the project parameters are set, our team molds the design to maintain that framework from conception to construction and provide the highest design value for the available budget.

PLEASANTON, CA

Pleasanton Fire Station No. 3







OWNER:
City of Pleasanton

PROJECT DATES:
January 2016 - November 2022

CONTRACT AMOUNT:
$550,000

FINAL COST:
$7 Million

PROJECT SIZE:
8,000 sf

TIME TO COMPLETION:
6 Years, 11 Months

CONTRACT:
Completed

CLIENT CONTACT:
Steve Kirkpatrick, Retired Director of Engineering
City of Pleasanton
P.O. Box 520, Pleasanton, CA 94566
stevekirkpatrick2010@yahoo.com

PROJECT DESCRIPTION

COAR recently completed this 8,000 sf station for the City of Pleasanton. COAR initially provided the feasibility and needs assessment analysis for two of the Fire Department's aging stations. Items analyzed in the assessment included renovations options (renovate vs. rebuild), seismic upgrades, mechanical/electrical/plumbing systems, roofing, doors and windows, flooring, energy efficiency modifications, apparatus bay enhancement, living quarters remodeling, and ADA/safety modifications. COAR designed the new two-story fire station to accommodate two drive-thru apparatus bays. COAR provided full architectural services from concept design through construction administration for this project inclusive of electrical, plumbing, mechanical, structural, landscape, geotechnical, and civil engineering. The project also included the design of a temporary fire station during the course of construction which utilized a Sprung Structure for the Apparatus Bay. This project recently completed construction and is now operational. It has been well received by the City and local community.

HALF MOON BAY, CA

Coastside Fire Station No. 41







OWNER:
Coastside Fire Protection District

PROJECT DATES:
February 2015 - October 2020

CONTRACT AMOUNT:
$750,000

FINAL COST:
$12.5 Million

PROJECT SIZE:
12,425 sf

TIME TO COMPLETION:
5 Years, 8 Months

CONTRACT:
Completed

CLIENT CONTACT:
Jonathan Cox, Fire Chief
CAL FIRE
320 Paul Scannell Drive, San Mateo, CA 94402
650.861.4084
jonathan.cox@fire.ca.gov

PROJECT DESCRIPTION

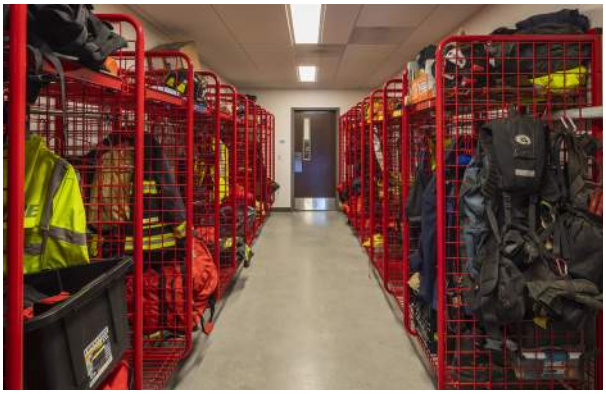
COAR provided full architectural services including site selection assistance, CEQA documentation, construction documents, specifications, cost estimates, BIM modeling, maintenance and operation, cost reduction planning and construction administration services. The station includes three drive-thru apparatus bays, sleeping quarters for seven personnel, a 30-person training room, kitchen and dining room, offices, fitness room, turnout storage and shop area. Site improvements included secured personnel parking, an emergency generator, public parking area, and refueling station. This project was challenged with a steeply sloping site that required extensive retaining walls to create enough usable area for the station. The unique design solution not only incorporated the retaining walls into the building design but allowed us to create a design which limited impact to neighboring views of the Pacific Ocean.

WOODSIDE, CA

Skylonda Fire Station No. 58







OWNER:
CAL FIRE

PROJECT DATES:
November 2015 - October 2020

CONTRACT AMOUNT:
$580,000

FINAL COST:
$7 Million

PROJECT SIZE:
13,675 sf

TIME TO COMPLETION:
4 Years, 11 Months

CONTRACT:
Completed

CLIENT CONTACT:

Jonathan Cox, Fire Chief
CAL FIRE
320 Paul Scannell Drive, San Mateo, CA 94402
650.861.4084
jonathan.cox@fire.ca.gov

PROJECT DESCRIPTION

Skylonda Fire Station No. 58 is a two-story, 13,675 square foot fire station that replaced the original facility built in 1930. The old station building was originally designed to accommodate the fire warden and warden's family living on premises. The station includes two drive-thru apparatus bays and one back-in apparatus bay and provides sleeping quarters for 13 personnel, a 30-person training room, kitchen and dining room, offices, fitness room, turnout storage and shop area. A two-bay reserve apparatus building is also included. Site improvements for the new station include secured personnel parking, emergency generator, public parking area, and refueling station. The constrained site and phased construction plan provided a challenge for COAR Design Group to overcome. The building footprint was meticulously designed to maximize interior square footage and functionality, reduce call times, separate building functions, and divide "clean" from "dirty" zones, ultimately improving the flow of the building and health of the fire fighters.

CHULA VISTA, CA

Chula Vista Fire Stations No. 3 & 5









OWNER:
City of Chula Vista Fire Department

PROJECT DATES:
March 2019 - May 2021

CONTRACT AMOUNT:
$1.2 Million

FINAL COST:
$16.3 Million

PROJECT SIZE:
25,660 sf

TIME TO COMPLETION:
2 Years, 2 Months

CONTRACT:
Completed

CLIENT CONTACT:
Jonathan Salsman, Sr. Civil Engineer
City of Chula Vista
276 4th Avenue, Chula Vista, CA 91910
619.397.6115
jsalsman@chulavistaca.gov

PROJECT DESCRIPTION

COAR worked in partnership with EC Constructors to simultaneously complete these two design-build fire stations for City of Chula Vista. Fire Station 3 is located on a challenging triangular-shaped lot and is approximately 13,350 sf with four apparatus bays. The interior layout includes eight dorm rooms, fire operations spaces and supporting administrative/living areas. Fire Station 5 is a new 12,310 sf fire station replacement to improve response times on the west side of the city. The interior includes three apparatus bays, eight dorm rooms, single-occupancy restrooms, fire offices, day room, large kitchen, dining area, fitness room, and fire department operation spaces.

AWARDS AND CERTIFICATIONS:
Award of Merit, 2022
American Public Works Association

National Award-Merit, 2021, Civic / Assembly
Design-Build Institute of America

Career 2 Notable Award,
2021 Firehouse Station Design Awards

CHULA VISTA, CA

Chula Vista Fire Station No. 10 at Millenia







OWNER:
City of Chula Vista Fire Department

PROJECT DATES:
June 2018 - April 2020

CONTRACT AMOUNT:
$650,000

FINAL COST:
$8.3 Million

PROJECT SIZE:
12,575 sf

TIME TO COMPLETION:
1 Year, 9 Months

CONTRACT:
Completed

CLIENT CONTACT:

Jonathan Salsman, Sr. Civil Engineer
City of Chula Vista
276 4th Avenue, Chula Vista, CA 91910
619.397.6115

jsalsman@chulavistaca.gov

PROJECT DESCRIPTION

This two-story fire station is a 12,575 sf facility that includes three deep bays for fire apparatus, associated support spaces, administrative offices, and living accommodations for up to ten personnel. The living spaces include a fitness room, kitchen, dining, day room, individual bunk rooms, single occupancy restroom facilities and two large outdoor patios. The design-build team worked closely with all of the stakeholders to ensure the comprehensive programming and project goals were attained and a quality of craftsmanship and durability lasting 50+ years was realized. Additionally, photovoltaic systems were installed to reduce the energy consumption of the 24/7 facility by 50%. COAR provided construction documents, specifications, cost estimates, BIM modeling, energy reduction planning, maintenance and operation cost reduction planning, and construction administration services.

AWARDS AND CERTIFICATIONS:

Career 2 Gold Award, 2020, Firehouse Magazine

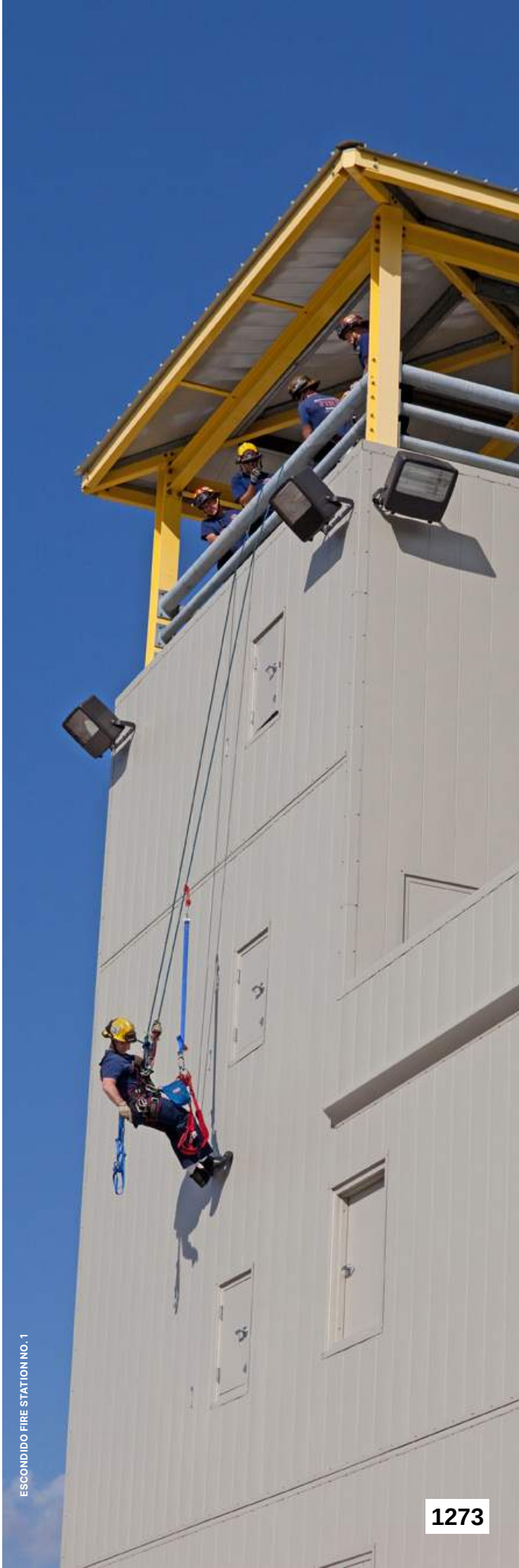
Award of Merit, 2020, Engineering News Record

FIRE STATIONS COMPLETED IN THE LAST 7 YEARS

- Fresno Fire Station No. 18, Fresno, CA
- Pleasanton Fire Station No. 3, Pleasanton, CA
- Port of Long Beach Fireboat Station No. 15, Long Beach, CA
- Chula Vista Fire Station No. 3, Chula Vista, CA
- Chula Vista Fire Station No. 5, Chula Vista, CA
- Skylonda Fire Station No. 58, Woodside, CA
- Coastside Fire station No. 41, Half Moon Bay, CA
- Chula Vista Fire Station No. 10 at Millenia, Chula Vista, CA
- Lakeside Fire Station No. 3 Renovation, Lakeside, CA
- Pine Valley Fire Station No. 44, Pine Valley, CA
- OCFA Fire Station No. 86, Garden Grove, CA
- Vacaville Fire Station No. 75, Vacaville, CA
- Julian Fire Station, Julian, CA
- Novato Fire Protection District Station No. 64, Novato, CA

FIRE STATIONS IN PROGRESS

- Chula Vista Fire Station No. 1, Chula Vista, CA
- Davis Fire Station No. 31, Davis, CA
- Deer Springs Fire Station No. 2, Deer Springs, CA
- Morgan Hill Butterfield Fire Station, Morgan Hill, CA
- OCFA Mission Viejo Fire Station No. 24, Mission Viejo, CA
- Oxnard Fire Stations No. 2, 3 & 4, Oxnard, CA
- Porterville Fire Stations No. 71, 72, & 73, Porterville, CA
- Sacramento Metropolitan Fire Station, Sacramento, CA
- San Diego Skyline Fire Station No. 51, San Diego, CA
- San Ramon Fire Station No. 34 Renovation, San Ramon, CA
- Santa Rosa Fire Station No. 5, Santa Rosa, CA



ESCONDIDO FIRE STATION NO. 1

C

Services Understanding

C Services Understanding

From the moment we receive the Notice to Proceed, our team becomes your partner. We listen to your needs and strive to make them a reality. We bring visions together with budget, resulting in practical, honest, and creative solutions. Users, Owners, Architects, and Engineers have equal opportunity to voice their opinions, express their experiences, and weigh in with ideas so that a truly collaborative solution can be realized. With this approach, our team can develop both the initial study and the final reality of your vision.

While the scope for every project may be different, the steps we follow are all very similar. Our design process is centered around finding the defining essence of each project and collaborating with you to produce professional, lasting results. We will work closely with the City of Rocklin to review the existing building conditions and generate design options for the new fire station. COAR will provide exceptional architectural design and engineering services for the planning, design, and construction of the fire station.



CHULA VISTA FIRE STATION NO. 5

We understand the City is looking for a fourth fire station off of Sierra College Boulevard and Stadium way to provide coverage for the East Rocklin area. The station is to include three pull through apparatus bays, dorm rooms for four fire station personnel, day area, kitchen, office space, fitness room, turnout room, self-contained breathing apparatus re-fill station, and a backup generator. We have experience in designing each of these fire station elements and are prepared to complete the tasks as outlined in the RFP's Scope of Services. The following steps describe our general design process.

GENERAL PROJECT APPROACH

There are several key factors that we focus on for all of our clients. We design our projects to a budget and we complete them on time. We consider function to be the most important factor in our design process and we demand quality – not only in our design, but throughout the construction of the project. By working closely with the City of Rocklin to carefully assess budgets, facility needs, and objectives, we can transform the vision for the new Fire Station into a reality.

TASK 1 - SITE INFORMATION GATHERING

To begin, we will have a kick-off meeting with the City and involved parties to review the operational vision and discuss the priorities that will drive the design direction. We want our team to be clear on any decisions, ideas, or planning that is in place so that we can make fully informed decisions as we develop the design documents. Our team will review the current facilities to identify existing deficiencies and inform future needs. We will also conduct a code and environmental review to ensure current code requirements are accounted for before we begin developing drawings. In this phase, we will familiarize ourselves with the existing site, including topographic survey, geotechnical report, utilities, zoning, traffic, environmental concerns, and more.



PLEASANTON FIRE STATION NO. 3



ORANGE COUNTY FIRE AUTHORITY FIRE STATION NO. 63

TASK 2 - PRELIMINARY SITE & BUILDING DESIGN

COAR will meet with the City and visit Fire Station / Training Operations Centers to discuss successful and unsuccessful design expectations for this project. We will begin analyzing the Department's existing call volume, response time requirements, fire personnel, and equipment to determine the basic needs of the facility and how functionality might be improved. Once these meetings have been held, we drill down into specific disciplines to verify that we have evaluated all of the possibilities to make this the absolute best product within existing constraints. Our team has extensive experience in helping Cities to explore:

- The orientation on new concepts, economics and trends in programming and design.
- Assessment and recommendations of the facility based on existing conditions and future needs.
- Identification and recommendations of accessibility needs and requirements.
- Verification and alignment of design goals and financial objectives.

Once we have gathered sufficient program information, we will generate conceptual designs that establish the layout of the facility. We will develop at least two alternate conceptual designs that demonstrate site circulation of vehicles, placement of buildings, and conceptual layout of program spaces. Together, we will discuss the advantages and disadvantages of each design option.

Based on the plan alternative selected, we will develop the schematic design and offer suggested improvements or enhancements where warranted. The schematic design includes specific building layouts and building system descriptions. As we develop the design, we will maintain communication with the City to ensure we are incorporating all of the projected needs and are designing in accordance with the project requirements.

Utilizing advanced Building Information Modeling (BIM) programs, our team can present the design to City Representatives at any point in the design process. City recommendations can easily be developed into the design as it progresses. We will develop a more detailed design that includes material selection and systems. The design development phase will include architectural, structural, civil, mechanical, aquatics, plumbing and electrical, as well as site and landscape design. Additionally, we will provide outline specifications, preliminary code and standards review and compliance reports, surveys/mapping, utilities verification, and permit research.

During this phase we emphasize value engineering efforts to maximize all elements of the evolving design, and use rigorous Quality Control Methods to ensure that all members of the A/E team are in sync, cost goals are maintained, and errors and coordination issues are minimized. Preliminary drawings from all disciplines will be developed and our estimate will evolve throughout the design as decisions are made.

TASK 3 - PREPARE FINAL PLANS AND SPECIFICATIONS SUITABLE FOR COMPETITIVE BIDDING

We will prepare construction documents including full size drawings, technical specifications, engineer's construction cost estimate, and estimated construction time schedule. Specifications and permitting will be generated in conjunction with the drawings and we will evaluate specific products of equipment that are required as a matter of necessity and discuss incorporating them into the bid documents. Updated cost estimates will be provided to ensure the project remains on track to meet target goals. Early in the design process quality reviews focus on code issues such as fire ratings, accessibility compliance, and exiting requirements, including meeting(s) with the Building Official to review the schematic design and discuss potential issues. These early reviews allow us to produce documents in compliance with building officials and permitting agencies ultimately preventing re-work later in the project and expediting the permit process.

TASK 4 - ASSIST THE CITY IN THE BIDDING PROCESS

We will continue to work with the City throughout the bidding phase. This includes answering RFI's, reviewing contractor bids and qualifications, and providing recommendations on contractor selection. We are highly experienced in construction administration and know what to look for when reviewing and selecting contractors.



VACAVILLE FIRE STATION NO. 75

TASK 5 - PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE PROJECT

We are accountable for the completed project, and we take great care in providing outstanding construction administration and oversight services to ensure your facility meets not only the requirements of the plans and specifications, but also our standards for quality. We are firm believers in the continued involvement of the Project Architect and engineers during this crucial phase in order to align decisions made "in the field" with the design intent agreed upon during the earlier stages of the project.

This phase requires continual oversight over the Builder or Contractor in order to stay on schedule and on budget while producing a building with a high level of craftsmanship and precision. Construction administration services include but are not limited to:

- Review of RFI's, Shop drawings and other submittals
- ASI creation as required
- Review of potential design change orders
- Attendance at construction meetings
- Review and certify pay requests
- Final punch walk and corrections list
- Preparation of record drawings
- Review of record documents and operational manuals
- 11-month warranty walkthrough

TASK 6 - RESOURCE MANAGEMENT

Resource management includes preparing a proposed schedule, performing quality control within the design team, preparing estimates of the construction costs, value engineering, contacting utility companies and identifying and confirming all code and permitting requirements. COAR employs our proven quality control method throughout all phases of the process to ensure we are on track with stated goals and remain within budget and schedule restraints. Our method has allowed us to produce documents which are recognized and admired by contractors for their thoroughness and are constructed with a minimum number of complications during construction, which has resulted in a change order rate of less than 1% of construction cost for changes other than owner-requested changes.

We will review all documents to ensure compliance of design with local, state, and federal requirements. Our team is also prepared to attend City Council meetings to present design information, review project progress, and assist the City in public bidding and construction administration. Documents produced for this Project will be provided in a format that can be posted to the City's website.

TASK 7 - REIMBURSABLE COSTS

The provided fee proposal will include any reimbursable costs.



FRESNO FIRE STATION NO. 18

MAJOR CHALLENGES IN MEETING THE CITY'S STATED GOALS

Each project inevitably has challenges and opportunities that need to be addressed and resolved in a collaborative process led by the design team. Our years of experience coupled with our acute ability to listen and understand a project's issues allows us to resolve known and unforeseen project challenges efficiently and effectively.

SPECIAL CHALLENGES

The specific challenges with this project include the traffic and access to Sierra College Boulevard. The design will need to accommodate traffic control devices to slow and stop traffic to facilitate emergency response from the fire station. Additionally, understanding the Training Needs of the Department and how they can be accommodated on site will be a key component of the project. The site area available appears to be able to accommodate a variety of thoughtfully designed training opportunities that we look forward to exploring further with the City.

SPECIAL CONSIDERATIONS

COAR's collaborative design process and wealth of knowledge concerning current best practices will help us facilitate comprehensive discussions with all project stakeholders to establish the best possible design for this location that accommodates current and planned operations in a safe and flexible design. This includes ensuring that future College programming in the adjacent site is taken into consideration when developing the site and building design.

OUR UNIQUE APPROACHES & STRENGTHS

SUSTAINABILITY

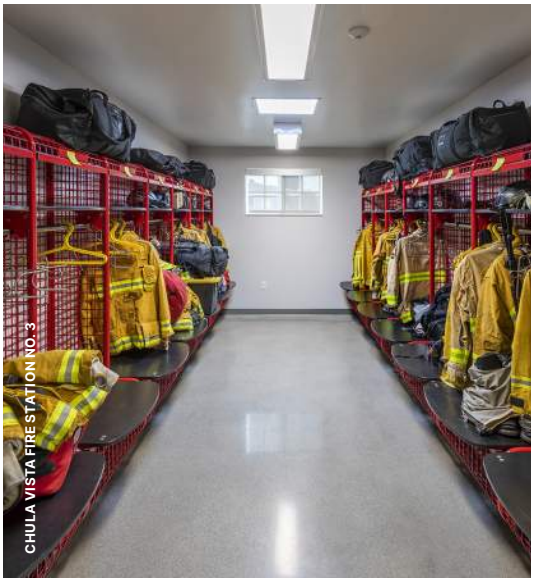
COAR is committed to designing buildings that include innovative and trusted energy efficient systems and sustainable or 'green' building technologies that are demonstratively cost effective. This has been our approach to projects for over thirty years. Our projects have included strategies such as utilizing materials with high-recycled content, energy/water-efficient appliances, passive and/or active heating and cooling load reduction systems, maximizing off-peak energy use, daylighting and lighting system controls, shading devices and thermal mass. However, it is most prominently good building shell design, orientation, and siting that make our buildings energy efficient. We look for ways of integrating sustainable elements that are both attractive and efficient, including studying the construction and operational components of carbon reduction in the design.

COLLABORATION BETWEEN OFFICES

This contract will primarily be staffed from our Santa Rosa office and any in-person meetings or site visits would be serviced from the Santa Rosa location; however, our San Diego and Santa Rosa offices work as one team and as we have learned from working remotely over the past three years, we are an effective, productive team regardless of our location. We are one firm with two locations that function as a cohesive team.

A QUALIFIED TEAM OF SUBCONSULTANTS

We have assembled an exceptionally qualified team for this project, bringing decades of experience in all aspects of project design, including past collaborations on fire station projects. Our team is familiar with the scope of service as outlined in the RFP, and is prepared to work closely with the City to understand your needs and expectations. We have chosen consultants who have experience in your geographic region to ensure understanding of your local processes.



CHULA VISTA FIRE STATION NO. 3



CHULA VISTA FIRE STATION NO. 5

D

Project Timeline & Work Plan

SCHEDULE

We have developed comprehensive schedules for many public and private clients, all with unique contract requirements and ambitious schedules. We have always been willing to accommodate the client's needs and work with you toward a common goal. Utilizing our scheduling software, we work with you to ensure all deadlines are achievable and everyone is in agreement prior to implementation. We pride ourselves on reliability, consistency, and follow through. As such, we prepare and maintain realistic schedules that accurately reflect the various required approvals and milestones common for these types of projects.

This series of benchmarks provide clarity, transparency, and accountability throughout the process. Our team uses a variety of software platforms to support optimal design, scheduling, and sequencing, and client collaboration and understanding. We have found that proper utilization of management software to control the flow of documents and streamline communication is essential for a project's success. At any time, we provide our clients with a view of the progress through collaboration software including BIM, Smartsheet, Revizto and Bluebeam Studio.

The schedule provided is our best recommendation based on the tasks and scope of services provided in the RFP. Upon award, we would plan to sit down with the City and develop a comprehensive schedule and budget.



MANAGING FIRE STATION CONSTRUCTION

COAR Design Group is prepared to provide construction drawings and project management through the completion of the project. During construction, we make frequent site visits in order to verify quality and track the progress of work. Our broad experience in Construction Administration allows us to maintain firm control of a project throughout the process, resulting in a greater design integrity while minimizing delays and change orders. In the event the project should encounter unresolved conflict, or significant risks that might otherwise obstruct project goals, COAR will facilitate discussions with the design and City team members to work together to define what the problem is, review the available solutions, and make informed decisions utilizing the strength of the team in order to otherwise clear obstructions to project success. Oftentimes we focus on 'value' when resolving issues and view it as our job to provide the information necessary to make informed value decisions.

COLLABORATING WITH STAKEHOLDERS

We strongly believe in involving City staff and key stakeholders in the planning and design process, and we will continue collaborating with the City and stakeholders throughout construction. Our experience supports the premise that the best way to stay on schedule and on budget is to nurture an atmosphere of collaboration and communication. We are experienced in helping owners facilitate stakeholder participation when desired and are not afraid to roll up our sleeves and initiate collaborative discussions to develop options and alternatives.

ABILITY TO MEET THE SCOPE OF SERVICES

As shown in Section C, Services Understanding, COAR is well-equipped and qualified to meet the services requested in the Scope of Services Section 4.1 and Task List Section 4.2.

	Task Name	Start Date	End Date	Duration	Predecessors
1	City of Rocklin Fire Station #22	11/14/23	07/10/26	690d	
2	General Activities	11/14/23	12/01/23	12d	
3	Council meeting to award contract	11/14/23	11/14/23	1d	
4	Kick-Off Meeting	12/01/23	12/01/23	1d	3FS +10d
5	Task 1: Site Information Gathering	12/04/23	01/30/24	40d	4
6	Topographic Survey	12/04/23	01/30/24	40d	4
7	Geotechnic Survey	12/04/23	01/30/24	40d	4
8	Task 2: Preliminary Site and Building Design	12/04/23	05/09/24	112d	
9	Conceptual Design	12/04/23	03/15/24	73d	
10	Prepare Conceptual Design Package	12/04/23	01/26/24	38d	4
11	Concept Design Package to City w/ Page-Flip	01/29/24	01/29/24	1d	10
12	Pick up City Comments	01/30/24	02/12/24	10d	11
13	Submit 100% Concept Design Package to City	02/12/24	02/12/24	0	12
14	Meet with City Planning for Environmental Review Document	02/13/24	02/13/24	1d	13
15	City 100% Concept Design Review & Approval	02/13/24	03/15/24	24d	13
16	Design Development	03/18/24	05/09/24	39d	
17	Authorization to Proceed to Design Development	03/18/24	03/18/24	1d	15
18	Design Development	03/19/24	05/09/24	38d	17
19	Prepare Design Development Package	03/19/24	04/29/24	30d	17
20	Consultants DD Drawings to COAR	04/15/24	04/15/24	1d	19FF -10d
21	COAR Review of DD	04/15/24	04/15/24	1d	20FF
22	Pick up COAR Comments	04/16/24	04/25/24	8d	21
23	Submit DD Package to City	04/25/24	04/25/24	0	22
24	City DD Review & Approval	04/26/24	05/09/24	10d	23
25	Task 3: Prepare Final Plans and Specifications suitable for Competitive Bidding	05/10/24	11/27/24	144d	4
26	Construction Documents	05/10/24	11/27/24	144d	
27	Authorization to Proceed to Construction Documents	05/10/24	05/10/24	1d	24
28	60% Construction Documents	05/13/24	07/25/24	54d	
29	Prepare 60% CDs	05/13/24	06/21/24	30d	27
30	Consultants 60% CD Drawings to COAR	06/14/24	06/14/24	1d	29FF -5d
31	COAR Review of 60% CDs	06/24/24	06/27/24	4d	29
32	Pick up COAR Comments	06/28/24	07/04/24	5d	31
33	Submit 60% CD Package to City	07/04/24	07/04/24	0	32
34	City 60% CD Review & Approval	07/05/24	07/25/24	15d	33
35	95% Construction Documents	07/26/24	10/09/24	54d	
36	Prepare 95% CDs	07/26/24	09/05/24	30d	34
37	Consultants 95% CD Drawings to COAR	08/29/24	08/29/24	1d	36FF -5d
38	COAR Review of 95% CDs	09/06/24	09/11/24	4d	36
39	Pick up COAR Comments	09/12/24	09/18/24	5d	38
40	Submit 95% CD Package to Building Department	09/19/24	10/09/24	15d	39
41	100% Construction Documents	10/10/24	11/27/24	35d	
42	Pick up Building Department Comments	10/10/24	11/06/24	20d	40
43	Submit Final 100% CDs to Building Department	11/06/24	11/06/24	0	42
44	Receive Permitted Set	11/07/24	11/27/24	15d	43
45	Task 4: Assist the City in Bidding Process	11/28/24	02/21/25	62d	
46	Bid Period	11/28/24	01/10/25	32d	44
47	Bid Review	01/13/25	01/24/25	10d	46
48	Council Award of Bid	01/27/25	02/21/25	20d	47
49	Task 5: Provide Construction Administration Services for the Project	02/24/25	07/10/26	360d	
50	Mobilization	02/24/25	03/14/25	15d	48
51	Construction	03/17/25	07/10/26	345d	50

E

Required Statements/ Documents

STATEMENT

COAR Design Group has no conflict of interest relating to this Request For Proposals.

STATEMENT

COAR Design Group has the ability to fulfill the indemnification and insurance requirements contained in the sample contract.

STATEMENT

COAR Design Group states that nothing contained in this proposal is proprietary.



Exceptions

STATEMENT

COAR Design Group takes no exceptions to this proposal.



Competency of Proposers

STATEMENT

COAR Design Group has no pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions filed or resolved in the past seven (7) years.

WHY COAR DESIGN GROUP?

We share a vision that combines design excellence and innovation with tested processes to consistently meet the key goals of any project - functionality, quality, time, scope, and budget. We listen to your needs and strive to make them a reality. We look at both the big picture and the details to determine where we can best add value.

Our team is excited and ready to begin immediately on this contract. We pride ourselves on delivering world-class architectural services that produce beautiful and functional facilities.



PLEASANTON FIRE STATION NO. 3

We thank the City of Rocklin for the opportunity to present our proposal package and look forward to soon be working together towards this project's success.

THANK YOU

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of One Pierce Type I Fire Engine

Date: December 12, 2023

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Purchase of One Pierce Type I Fire Engine and Authorizing the City Manager to Execute the Agreement.

Background:
On August 22, 2023, the City Council approved an agreement with Sierra College to acquire land as a site for a new Fire Station located on Sierra College Blvd (Resolution No. 2023-128). In anticipation of the new station, Fleet Division staff met with the Fire Department to identify what apparatus will be needed for the new station. After careful consideration it was decided that a Type I engine, with the same configuration as the engines currently in use at stations 23 and 25, would be best suited for this location. Due to the long fabrication lead time of up to 48 months, staff recommends initiating the purchase of the Type I engine immediately.

Rocklin Municipal Code Section 3.04.090(C) authorizes the City to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding. Staff has determined that it is most cost effective for the City to use already established contracts that provide government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services for fire service. These contracts are created through a public Request for Proposal (RFP) process by Lead Public Agency that allows members to “piggyback” on the competitively bid contract, eliminating the need to complete the individual RFP/Bid processes and is the most advantageous to the City. Golden State Fire Apparatus is the Local Authorized Dealer for the fire engine which is covered under the Sourcewell Contract #113021-OKC-1.

The cost for the Type I engine is $1,045,414.90 with a 10% contingency of $104,541.49 for a total of $1,149,956.39.

Fiscal Impact:
Funds in the amount of $4.5 million have been set aside in the General Fund's fund balance to

support the new Fire Station project, and a budget appropriation in the amount of $1.15 million will be made to support the engine purchase.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Product Proposal

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE PURCHASE OF ONE PIERCE TYPE I FIRE ENGINE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

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

WHEREAS, the City Council of the City of Rocklin approves the expansion of fire service to include a future fire station (Fire Station 22) to be located on Sierra College Boulevard which includes the purchase of one (1) Pierce Type I Fire Engine; and

WHEREAS, staff has determined that it is in the City's best interest to use already established contracts that provide government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services for fire services; and

WHEREAS, the Sourcewell Contract #113021-OKC-1 will be used to purchase one (1) Pierce Type I Fire Engine and the City will enter into an agreement with Golden State Fire Apparatus, the authorized dealer; and

WHEREAS, the Rocklin Municipal Code Section 3.04.090, C-Cooperative purchasing/procurement and D-Piggyback purchasing allow for the city to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, the purchase amount for one (1) Pierce Type I Fire Engine is $1,045,414.90 plus a contingency amount of $104,541.49 for a total amount not to exceed of $1,149,956.39 and will be funded out of the General Fund (100); and

WHEREAS, the lead time to purchase and fabricate one (1) Pierce Type I Fire Engine is approximately 48 months; and

WHEREAS, to expand the fire services to Fire Station No. 22, funds have been set aside in the General Fund's fund balance. To support this expansion, a budget amendment will be made to purchase a Pierce Type I Fire Engine in the amount of $1,150,000.

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

Section 1. The City Council awards the contract for the purchase of one (1) Pierce Type I Fire Engine.

Section 2. The City Manager is authorized to execute the Agreement with Golden State Fire Apparatus, Inc. for the purchase, in substantially the form attached hereto as Exhibit "A."

Section 3. The City Manager is authorized to appropriate $1,150,000 in the Fire Department's expenditure budget in the General Fund (100) from the General Fund's fund balance.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

GOLDEN STATE
FIRE APPARATUS

PREPARED ESPECIALLY FOR:

CITY OF ROCKLIN
FIRE DEPARTMENT

One (1) Pierce Manufacturing, Inc.

Enforcer Type 1 Engine

Pierce
Perform. Like No Other.

Sourcewell

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1 Product Proposal

2 Standard Terms and Conditions (Exhibit A)

3 Product Specifications (Exhibit B)

- Supporting Documents (If Applicable)
  - Electrical Analysis
  - Turning Radius Report
  - Certifications

4 Product Warranties (Exhibit C)

5 Dealer Supplied Products and/or Services (Exhibit D)

1 PRODUCT PROPOSAL

PRODUCT PROPOSAL FOR:

City of Rocklin Fire Department
3970 Rocklin Road
Rocklin, CA 95677

Sales Consultant
Jon Bauer
jbauer@goldenstatefire.com
Mobile: 530.351.2151

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
12/01/23	12/31/23	51201-23	1020	Pierce Mfg.	Sourcewell (City of Rocklin Member ID# 80532)

Golden State Fire Apparatus, Inc. ("**GSFA**") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to **City of Rocklin** ("**Customer**") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Enforcer Type 1 Engine	$1,161,642.18
B	***Pre-Payment Discount for 90% Payment at Time of Order (the "Prepayment Discount")***	***($174,588.22)***
C	***Discount for Sourcewell consortium purchase (Product ID #259)***	***($14,587.03)***
D	SUBTOTAL	$972,466.93
E	7.25% State Sales Tax	$70,503.85
F	California Tire Fee	$10.50
G	100% Performance Bond	$2,433.62
H	**GRAND TOTAL PURCHASE PRICE**	**$1,045,414.90**

PAYMENT TERMS – Customer shall pay **90%** of the **Grand Total Purchase Price or $940,873.41** as set forth directly above (the "**Grand Total Purchase Price**") to GSFA within fifteen (15) calendar days of the Executed Date. **It is the responsibility of the Customer to pay the total balance due (including Change Orders, if applicable) within 15 calendar days after the completion of the final inspection of the Product and acceptance at Golden State Fire Apparatus, Inc.** If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("**Manufacturer**") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form, at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **46 - 49 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **1 - 2 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. "**ACCEPTANCE**" MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN A SEPARATE WRITING SIGNED BY GSFA.

COUNTERPARTS – This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer's authorized representative but without an attestation or co-signers signature, then absent Customer's written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory's authority to execute the Agreement and bind Customer thereby.

[*Signature Page Follows*]

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal**, dated 12/01/23, GSFA Proposal Number: 51201-23,** to be executed by their duly authorized representatives as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

AUTHORIZED CUSTOMER REPRESENTATIVE:

_____
Signature

_____
Print Name

_____
Title

_____
Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

_____
Signature

_____
Print Name

_____
Title

_____
Date

2 STANDARD TERMS AND CONDITIONS

Exhibit "A"

STANDARD TERMS AND CONDITIONS

1. Definitions.

a. "**Agreement**" has the meaning given in the Product Proposal.
b. "**Customer**" means the customer identified in the Product Proposal.
c. "**Dealer Preparation,**" if applicable, means additional product(s) and/or services added by GSFA after Manufacturer's completion of the Product and prior to delivery, in accordance with the Dealer Supplied Products/Services List.
d. "**Dealer Supplied Products/Services List**" means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
e. "**Grand Total Purchase Price**" means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s).
f. "**GSFA**" means Golden State Fire Apparatus, Inc., a California corporation.
g. "**Manufacturer**" means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
h. "**Party**" or "**Parties**" means GSFA and/or Customer, as applicable.
i. "**Prepayment Discount**" means a discount to the purchase price for the Product granted to Customer in connection with Customer's advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal).
j. "**Product**" means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
k. "**Product Proposal**" means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
l. "**Product Warranties**" means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
m. "**Specifications**" means the specifications for the Product attached to the Product Proposal as Exhibit B.
n. "**Terms and Conditions**" means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the "**Contingency Reserve Fund**"). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer's payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer's payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a "**Prepayment**") within the time frame specified in the Product Proposal in order to receive such discount. Customer's failure to timely make such Prepayment may result in: (i) GSFA's termination of the Agreement; and/or (ii) Customer's loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA's sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the "**Executed Date**"), GSFA shall submit to Customer a tentative Product completion date (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first served-basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) $175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer's possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise) by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate the feasibility of such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility. GSFA shall not be responsible for any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump) after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all

associated taxes and fees thereon) occurring after the execution of the Agreement which increases the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer's receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure to execute a Change Order does not alter Customer's obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the "**Product Purchase Price**"); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer's termination of the Product order ("**Manufacturer Termination Fees**"), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation, as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA

has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE

IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental, or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "**Event of Default**") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:
Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:
To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS

3 PRODUCT SPECIFICATIONS

Exhibit "B"

Proposal For: City of Rocklin Fire Department

Prepared By: Jon Bauer, Sales Consultant, **Golden State Fire Apparatus, Inc**

December 1, 2023



CITY OF ROCKLIN FIRE DEPARTMENT
Specifications For: One (1) Pierce Enforcer Type 1 Engine
December 1, 2023 (Proposal #51201-23)

Golden State Fire Apparatus, Inc. is pleased to submit a proposal to the City of Rocklin Fire Department for a **Pierce® Enforcer Type 1 Engine** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum.

All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Golden State Emergency Vehicle Service by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within fifty (50) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of $5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

The apparatus being proposed will be designed and built to match the 32968 unit. However, some variation may be necessary due to changes in our manufacturing processes or our product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.

NFPA 2016 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1901 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

PRE-CONSTRUCTION, FACTORY TRIP

A pre-construction trip to the manufacturing facility will be provided for five (5) Customer representative(s). The intent of this trip is to review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip will have a duration of four (4) days and three (3) nights and be scheduled at times mutually agreed upon between Golden State Fire Apparatus (GSFA). and the Customer. Costs for airfare, lodging, meals and ground transportation while at the manufacturers location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco or San Jose.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

FINAL INSPECTION FACTORY TRIP

A final inspection trip to the manufacturing facility will be provided for five (5) Customer representative(s). The intent of this trip is to ensure that the apparatus is built to specification and to detect any deficiencies that require correction. The final inspection trip will have a duration of four (4) days and three (3) nights and be scheduled at times mutually agreed upon between Golden State Fire Apparatus (GSFA). and the Customer. Costs for airfare, lodging, meals and ground transportation while at the manufacturers location will be the responsibility of GSFA. Air travel will be from one of the following airports: Oakland, Redding, Eureka, Fresno or Reno.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

PERFORMANCE BOND, 1 YEAR

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.
The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

DRAWING, CAB TOP VIEW

On the sales drawing a top view of the cab seating will be provided. The top view will be a reference only of the seating in the order.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

MAXIMUM OVERALL HEIGHT

The maximum overall height of the apparatus will be 120.00".

ANGLE OF APPROACH

The angle of approach will be 13.00 degrees. This will be effective with the truck in a loaded state.

ANGLE OF DEPARTURE

The angle of departure will be 13.00 degrees. This will be effective with the truck in a loaded state.

WHEELBASE

The wheelbase of the vehicle will be 184.50".

GVW RATING

The gross vehicle weight rating will be 42,000 lbs.

FRAME

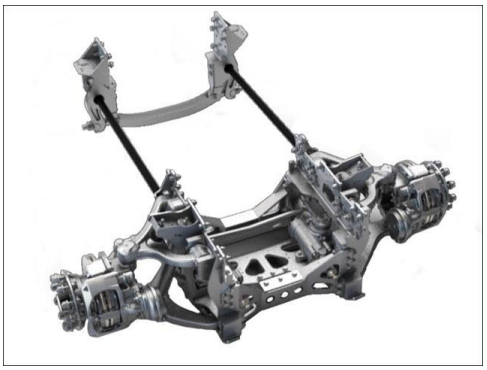
The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

FRAME REINFORCEMENT

In addition, a mainframe internal liner will be provided. The liner will be an internal "C" design that steps to an internal "L" design over the rear axle. It will be heat-treated steel measuring 12.50" x 3.00" x 0.25" through the front portion of the liner, stepping to 9.38" x 3.00" x 0.25" through the rear portion of the liner. Each liner will have a section modulus of 13.58 cubic inches, yield strength of 110,000 psi, and rbm of 1,494,042 in-lb. Total rbm at wheelbase center will be 4,391,869 in-lb.

The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

FRONT NON DRIVE AXLE



The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 18,000 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION



Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 18,000 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have a torsion bar type spring. In addition, each front wheel end will have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will have at least 10.00" of total wheel travel and a minimum of 5.00" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments without the use of shims. One can adjust for a lean within fifteen minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension completed durability testing that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Goodyear 385/65R22.5 radials, 18 ply Armor Max MSA tread, rated for 20,050 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-23-186, with a capacity of 24,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

REAR SUSPENSION

Rear suspension will be a Hendrickson FMX 242 EX, air ride with a ground rating of 24,000 lb. The suspension will have the following features:

- Heavy-duty shock absorbers to protect air springs from overextension
- Heavy-duty torque rods and bushings
- Premium, heavy-duty rubber bushings require no lubrication
- Integrated stabilizer design results in greater stability
- Low spring rate air springs for excellent ride quality
- Dual height control valves to maintain level vehicle from side to side

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

DRIVER CONTROL DIFFERENTIAL LOCK (DCDL)

A rear axle will be equipped with a driver controlled differential lock (DCDL).

The control will be located within easy reach of the driver. An indicator light will be provided next to the control switch.

SYNTHETIC GEAR LUBE

The rear axle will be supplied with synthetic gear lube, as recommended by the axle manufacturer.

REAR TIRES

Rear tires will be four (4) Goodyear 12R22.50 radials, load range H, Endurance RSA highway tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE

All tires will be dynamically balanced with wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a tire pressure management system provided that will monitor each tires pressure and temperature. A 7.00" resistive Command Zone™ touch screen located in the cab instrument panel will indicate each tires position, pressure and temperature. A wireless sensor will be mounted to each wheel for a total of six (6) sensors.

The system will have three (3) alert levels:

- Critical Low Pressure Alert
- Pressure Deviation Alert
- High Temperature Alert

Each alert will trigger an audible alarm and an indicator light within the gauge to signal the driver of the problem

The system will be covered by a **five (5) year** parts and labor warranty. Please see warranty document for details.

CHROME LUG NUT COVERS
Chrome lug nut covers will be supplied on front and rear wheels.

FRONT HUB COVERS
Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

REAR HUB COVERS
A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

MUD FLAPS
Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS
There will be one (1) pair of Worden Safety Products, Model HWG-SB, wheel chocks provided.

Heavy Duty, large molded aluminum wheel chock with solid bottom, natural cast aluminum finish.

WHEEL CHOCK BRACKETS
There will be one (1) pair of Worden Safety model U815T mounting wheel chock brackets provided . The brackets will be mounted driver side each side of wheel, as close to wheel as possible.

ANTI-LOCK BRAKE SYSTEM
The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

The air tanks will be same as frame color.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET/OUTLET

One (1) air inlet/outlet will be installed recessed with the female coupling located on the driver side pump panel. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a needle valve.

A mating male fitting will be provided with the loose equipment.

The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	X10
Power:	450 hp at 2100 rpm
Torque:	1650 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2027
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	606 cubic inches (9.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

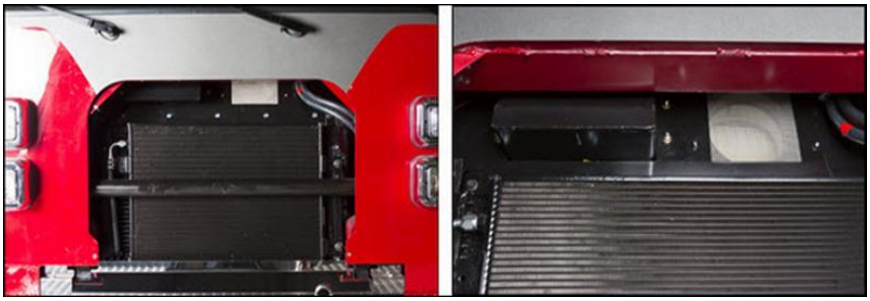
A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet current edition of applicable NFPA standards.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.



EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will be be flush with the body rub rail . The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

EXHAUST MODIFICATION
The exhaust pipe will be brought out from under the body at a 20 degree angle to the rear.

EXHAUST MODIFICATION
An adapter for the Plymovent bladder exhaust extraction system will be provided on the end of the tail pipe.

RADIATOR
The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be mode of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES
Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 50 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only".

A .50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL PRIMING PUMP

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

TRANSMISSION

An Allison 6th generation, Model EVS 4500P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with amber light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be: 1st - 4.70 to 1.00, 2nd - 2.21 to 1.00, 3rd - 1.53 to 1.00, 4th - 1.00 to 1.00, 5th - 0.76 to 1.00, 6th - 0.67 to 1.00, R - 5.55 to 1.00.

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: **ROCKLIN**

The second row of text will be: **FIRE**

The third row of text will be: **DEPARTMENT**

BUMPER

A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 16.00" from front face of cab.

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 100' of 1.75" double jacket cotton-polyester hose.

No grating will be provided at the bottom of the tray. Drain holes are also provided.

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be attached with a stainless steel hinge.

One (1) D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position.

TOW EYES

Two (2) stainless steel tow eyes will be installed under the bumper and attached to the front frame members. The inner and outer edges of the tow eyes will have a .25" radius.

The tow eyes will extend down to contact the road surface before the bottom edge of the bumper.

The tow eyes will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus.

FRONT BUMPER UL-LX COATING

Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized UL-LX dealer.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD



A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS



Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.



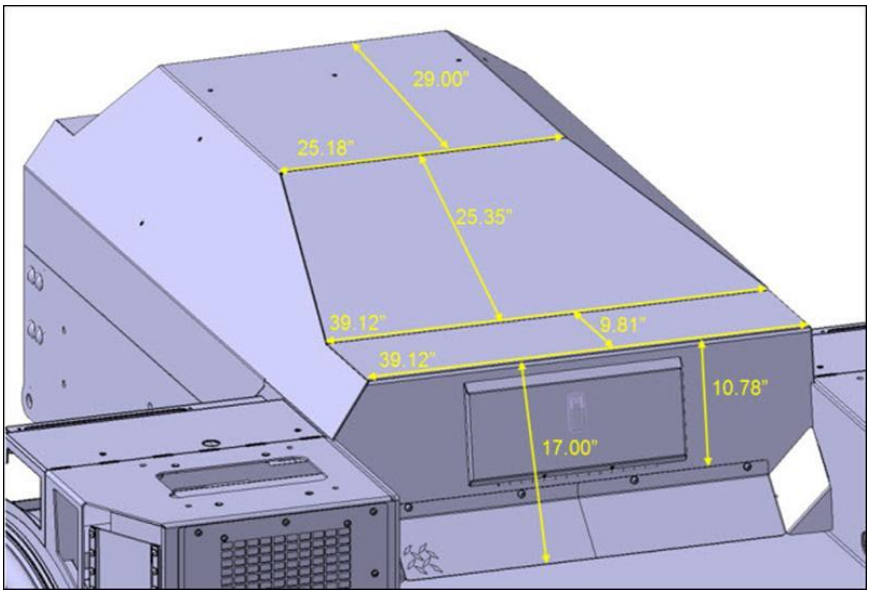
[Washer Reservoir Location]

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dba level within the limits stated in the current edition of applicable NFPA standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.



INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

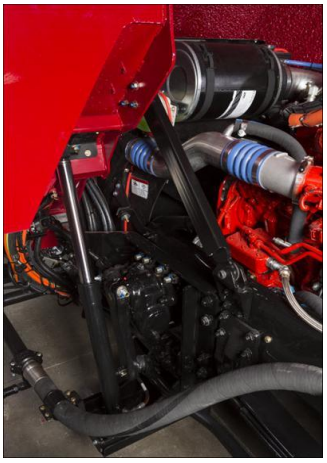
CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.





The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a 1.00" brushed stainless steel scuffplate, mounted on the striker side of the jamb.

MIRRORS

A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.



[Exterior Door Handle]

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.



[Interior Door Handle]

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

ELECTRIC CAB DOOR LOCKS

The front driver and officer doors will have a door lock master switch that will control all front and rear crew cab door locks. Each rear crew cab door will have its own lock control.

There will be one (1) concealed switch located in an easily accessible chassis specific location that will unlock all the doors.

The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.

KEY PAD FOR ELECTRIC DOOR LOCKS

For improved convenience, the cab door locks will include a Trimark keypad entry system to provide complete keyless entry to the cab. There will be two (2) keypads provided, located one (1) each side of the cab behind the front cab doors. The keypads will include visual and audio feedback to confirm activation and acknowledge correct entry code. For enhanced night time use, the keypads will be lighted. For increased security, the system will allow over 3,000 possible code combinations.

CAB STEPS





The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with red LED lights. The lights will be activated when the parking brake is applied and when the cab or crew cab doors are opened. The LED lights may be load managed.

STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

LIGHTED HANDRAIL BELOW CAB WINDSHIELD

A 10.00" long Hansen aluminum knurled handrail will be mounted below the front cab windshield, one (1) on each side.

Each handrail will be provided with red LED lights.

The lights will be activated when the parking brake is applied.

LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT

The upper window in the left side crew cab door will be tinted privacy dark gray.

RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT

The rollup window in the right side crew cab door will be tinted privacy dark gray.

LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT

The rollup window in the left side crew cab door will be tinted privacy dark gray.

RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT

The upper window in the right side crew cab door will be tinted privacy dark gray.

STORAGE COMPARTMENT

Provided under the forward facing crew cab seats will be a transverse compartment. The compartment will be divided into upper and lower sections by a removable divider located at the cab floor.

The upper section will be 16.25" wide x 9.00" high x full width (transverse) of the crew cab. The lower section will be 15.00" wide x 24.50" high x 15.00" deep on both sides. The compartment will extend from the bottom of the cab to top of the seat riser.

There will be two (2) double pan doors painted to match the cab exterior with a locking D-Ring latch with #751 key, one (1) on each side of the cab with a web strap for each exterior door provided as a door stop. The clear door opening of each compartment door will be 10.25" wide x 32.00" high.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

There will be one (1) stainless steel drop down door with two (2) locking flush lift and turn latches with #751 keys with no louvers on the forward face of the seat riser.

The compartment interior will be painted to match the cab interior.

Compartment Light

There will be four (4) white LED strip lights, one (1) horizontally mounted in each lower and upper exterior compartment. The lights will be controlled by an automatic door switch.

PIKE POLE STORAGE

A rack will be provided for storage of one (1)D-handle pike pole(s). The rack will be located in the transverse section of the crew cab compartment, below the seat box. The pole will be stored on the ceiling of the transverse compartment.

The size and brand of the pike poles stored will be in the transverse compartment for 6' pike pole, located in the cab on ceiling of transverse with tines hanging down.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of one (1) pike pole(s) with 1.38" notch, to accommodate a New York style pike pole. The tubing will be located in cab auxiliary compartment. The tubing will be accessed from the mounted to the underside of the D-handle trough with head on right side.

The size and brand of the pike poles stored will be 6' NY Roof Hook.

GLOVE BOX

A glove box with a drop-down door will be installed above the recessed area of the dash panel in front of the officer's position. The glove box will be 31.00" wide at the top and 24.75" at the bottom x 5.50" high x 6.25" deep. The clear door opening will be 14.25" wide x 3.95" high.

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be constructed of metal and painted fire smoke gray.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel .75" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz dark silver gray vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

Air Conditioning

A 19.10 cubic inch compressor will be installed on the engine.

A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable. The condenser cover to be painted to match the cab roof.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum willa metal cover painted to match the cab interior.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLE

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The officer's side grab handle will be mounted on the lower portion of the door post. The grab handle will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHTS

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

ACCESS TO ENGINE DIPSTICKS



For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.

STORAGE BOX

There will be two (2) storage box(es) designed to hold and dispense boxes of latex gloves provided. Each box will have four (4) sides. One (1) side will be hinged with a latch so the latex gloves box can be changed when empty.

Each box will be constructed of aluminum and located and mounted at the construction review inspection.

Each storage box will be 10.00" wide x 5.00" deep x 3.50" high and painted to match the cab interior. A slot will be provided on the top of each box to dispense the gloves.

OPEN TOP STORAGE BIN

An open top bin with dividers, will be installed on top of the engine tunnel mount plate, at the front. Exact mount location will be determined at the construction review inspection. The bin will be 3.75" high x 11.00" wide x 20.00" long.

The front 3.00" will be a solid surface for mounting of equipment and will be 3.00" high. The middle 10.50" length of the bin will be open with a divider splitting the area into two (2) equal spaces each 5.50" wide; the sides of this area will be 2.00" high. The next 2.00" will be left open for storage. The space will be 3.75" high x 11.00" wide x 2.00" long.

The remaining space will provide a cutout for two (2) cup holders, one on each side. The area will be sealed from the other compartments. A bin will be provided in the space between the cup holders. The bin will be 2.75" wide x 3.75" long.

The bin will be constructed of .125" aluminum and will be painted to match the cab interior.

OPEN TOP STORAGE BIN

An open top bin, will be installed on the engine tunnel mount plate, at the rear. Exact mount location will be determined at the construction review inspection. The bin will be 2.00" high x 20.00" wide x 13.00" long.

A partition to separate the width into two (2) equal spaces will be provided.

The bin will be constructed of .125" aluminum and will be painted to match the cab interior.

MAP BOX

A map box with four (4) bins, open from top, will be installed at a location to be determined at the construction review inspection. The map box will be divided into four (4) bins, each being 12.50" wide x 2.25" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box will be constructed of .125" aluminum and will be painted to match the cab interior.

There will be one (1) strap(s) with 1.00" side release type fasteners provided for the four bin map box.

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

Frontal Impact Protection

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

Side Roll Protection

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be four (4).

DRIVER SEAT

A USSC Valor air suspension I-back seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the horizontal position. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 15 degrees back to 45 degrees forward.

An arm rest will be provided on the inboard side of the seat.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

Shipped loose with the seat will be no additional contaminant mitigation vinyl covers.

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A USSC, P1A, SCBA air suspension seat will be provided in the cab for the officer. For optimal comfort, the seat will be provided with 17.00" deep cushion. For increased convenience, the seat will include a manual control to adjust the height (3.00" travel) and horizontal position (4.25" travel).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will have a dynamic adjustable bracket that automatically adjusts to the seated occupant.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

REAR FACING LEFT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be mounted off the edge of the seat riser so that it is even with the crew cab door frame.

The cabinet will be 22.00" wide x 34.00" high x 23.00" deep.

The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will provide access only from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. The door will be located on the side of the cab over the wheelwell. The handle will be provided low to be easily accessible from the ground. A pneumatic stay arm will be provided as a door stop. The clear door opening will be 17.00" wide x 31.50" high.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening and one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lighting will be controlled by an automatic door switch.

REAR FACING RIGHT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be mounted off the edge of the seat riser so that it is flush with the crew cab door jamb.

The cabinet will be 22.00" wide x 34.00" high x 22.00" deep.

The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will provide access only from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. The door will be located on the side of the cab over the wheelwell. The handle will be provided low to be easily accessible from the ground. A pneumatic stay arm will be provided as a door stop. The clear door opening will be 17.00" wide x 31.50" high.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening and one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lights will be controlled by an automatic door switch.

FORWARD FACING LEFT SIDE CABINET

A forward facing cabinet will be provided in the crew cab located at the left side outboard position.

The cabinet will be 22.00" wide x 50.00" high x 16.25" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 19.50" wide x 44.75" high. The minimum clear door opening will be 16.75" wide x 38.87" high.

The cabinet will include two (2) infinitely adjustable shelves with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

FORWARD FACING CENTER SEATS

There will be two (2) forward facing, USSC Valor seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with a 17.00" deep foam cushion.

The seat backs will be an SCBA style with a 95 degree back. The SCBA cavity will have a dynamic adjustable bracket that automatically adjusts to the seated occupant.

The seat will include the following features incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt.

Shipped loose with the seat will be no additional contaminant mitigation vinyl covers.

The seats will be furnished with a 3-point, shoulder type seat belt.

CREW CAB FORWARD FACING SEAT RISER

A seat riser compartment will be provided in the center forward facing position. The riser will be approximately 45.00" wide x 10.50" high x 8.00" deep with square corners and will install in front of the transverse compartment.

There will be a drop down access door provided on the front of the seat riser. The door will have a two (2) chrome locking flush lift and turn latches. The riser will include louvers provided on the door of the cabinet for ventilation.

FORWARD FACING RIGHT SIDE CABINET

A forward facing cabinet will be provided in the crew cab located at the right side outboard position.

The cabinet will be 22.00" wide x 50.00" high x 16.25" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 19.50" wide x 44.75" high. The minimum clear door opening of the cabinet will be 16.75" wide x 38.87" high.

The cabinet will include two (2) infinitely adjustable shelves with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

LOUVERS

There will be four (4) louvers provided in the left side overhead compartment. Two (2) louvers will be in the door and two (2) louvers will be located in the inboard side wall of the compartment overhead compartment for ventilation.

AIR EXCHANGE FAN

There will be one (1) air exchange fan(s) provided in the compartment(s) left side overhead. Fan to be mounted inside the compartment, on the inboard side, at one of the louvers so it will move air out of the compartment.

There will be an adjustable thermostat provided for each location.

LIP ON CABINET

There will be a 1.00" lip provided around the top perimeter of the cabinet. There will NOT be anything stored on the top portion without restraints.

There will be two (2) cabinets(s) provided with the lip each rear facing EMS cabinet.

SLIDE-OUT FLOOR TRAY

There will be one (1) sliding tray(s) mounted to the floor of the ship loose.

The capacity rating will be 250 lb minimum in the extended position.

The construction will consist of 0.188" thick aluminum. The tray(s) will be flat with no sides.

Slide mechanisms will have ball bearings for ease of operation and years of dependable service.

An automatic lock will be provided for both the in and out tray positions.

The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

REAR FACING OVERHEAD STORAGE COMPARTMENT

There will be two (2) overhead rear facing storage compartments installed at the raised roof within the crew cab, on each side of the air conditioner. The compartments will be approximately 21.00" wide x 10.00" high x 20.00" deep at the bottom.

Each compartment will include one (1) lift up compartment door. Locking latch, paddle handle, and gas operated stay arms will be provided.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

Compartment Light

The storage compartment lighting will consist of one (1) white LED strip light installed horizontally above each compartment door opening.

SEAT UPHOLSTERY

All seat upholstery will be black, sewn with red stitching, ValorTechXD anti-microbial material.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a Ziamatic brand, EZ-LOC, SCBA holder mounted in each backrest. A front cushion release will be provided on each bracket.

This bracket will accommodate all diameter bottles.

There will be a quantity of three (3).

BACK REST INSERTS

Provided with the USSC SCBA seats will be back rest inserts which covers the SCBA cavity.

The insert covers will be padded and covered with same material as the seat.

A total of three (3) inserts covers will be provided.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) Whelen, Model 60C*EGCS, 6.00" round dual LED dome lights provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTATION

The cab instrument panel will include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) ivory faced gauges with chrome bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - High volts (15.5 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low volts (11.3 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
  - Very high volts (16.0 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low fuel (1/32 full)
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms

        - Red caution indicator on the information center with steady alarm
        - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
    - Low air pressure to activate warning lights and alarm
        - Red warning indicator on the information center with a steady alarm
        - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
    - Low air pressure to activate warning lights and alarm
        - Red warning indicator on the information center with a steady alarm
        - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
    - High transmission oil temperature activates warning lights and alarm
        - Amber caution indicator on the information center with intermittent alarm
        - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
    - High engine temperature activates an engine warning light and alarms
        - Amber caution indicator on the information center with intermittent alarm
        - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
    - Low fluid (1/8 full)
        - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)

- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Windshield wiper control will include low, high and intermittent modes.

Turn signal arm: A self-canceling turn signal with high beam headlight will be provided.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.





Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

OVERHEAD SPEEDOMETER

A Class I digital display speedometer will be provided on the officer side overhead position.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The built-in switch panels will be located in the lower console or overhead console of the cab.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located above the ignition switch.

SPARE CIRCUIT
There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 10 amps at 12 volts DC.
- Power and ground will terminate in the officer's dash, left side. See IP1 print for reference.
- Termination will be with heat shrinkable butt splicing.

Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is applied.

SPARE CIRCUIT
There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate one at the driver side dash (under HVAC controls), one officer side dash (low position),one centered on rear vertical surface in on loose item storage box (opt758719),one flush mounted on rear engine tunnel vertical surface(right side as high as possible)
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT
There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 30 amps at 12 volts DC.
- Power and ground will terminate behind the officer's seat, next to the engine tunnel.
- Termination will be with a 10-place bus bar with screws and removable cover.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 30 amps at 12 volts DC
- Power and ground will terminate in compartment RS3, right side wall, next to the rear wall, level with the bottom of the roll up door spool
- Termination will be with a 10-place bus bar with screws and removable cover
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

OUTLINE, RED, MUX SWITCHING

There will be one (1) switch panel rocker switches outlined in red for identification purposes. The location of the switches will be E-master switch.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 158 degrees Fahrenheit
- LCD optically bonded to hardened AR glass lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition

- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen
This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

On Scene Screen
This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

Virtual Buttons
There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.
  - Systems
    - Command Zone
      - Module type and ID number
      - Module Version
      - Input or output number
      - Circuit number connected to that input or output
      - Status of the input or output
      - Power and Constant Current module diagnostic information
    - Foam (if equipped)
    - Pressure Controller (if equipped)
    - Generator Frequency (if equipped)
  - Live Data
    - General Truck Data
- Maintenance
  - Engine oil and filter
  - Transmission oil and filter
  - Pump oil (if equipped)
  - Foam (if equipped)
  - Aerial (if equipped)

- Setup
    - Clock Setup
    - Date & Time
        - 12 or 24 hour format
        - Set time and date
    - Backlight
        - Daytime
        - Night time
        - Sensitivity
    - Unit Selection
    - Home Screen
    - Virtual Button Setup
    - On Scene Screen Setup
    - Configure Video Mode
        - Set Video Contrast
        - Set Video Color
        - Set Video Tint
- Do Not Move
    - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
        - Driver Side Cab Door
        - Passenger's Side Cab Door
        - Driver Side Crew Cab Door
        - Passenger's Side Crew Cab Door
        - Driver Side Body Doors
        - Passenger's Side Body Doors
        - Rear Body Door(s)
        - Ladder Rack (if applicable)
        - Deck Gun (if applicable)
        - Light Tower (if applicable)
        - Hatch Door (if applicable)
        - Stabilizers (if applicable)
        - Steps (if applicable)
- Notifications
    - View Active Alarms
        - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
        - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off

- Time - 24 Hour Time
- Date - Year/Month/Day

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
  - and there is any occupant seated but not buckled or any belt buckled with an occupant.
  - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM

There will be digital, dual radio interface, intercom located in switch panel #4 in the overhead console in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be two (2) radio listen only / transmit controls, allowing for simulcast interoperability with select, monitor, receive, and transmit indicators. There will be two (2) auxiliary audio inputs with select and receive indicators.

Headset jacks will be provided for the driver, officer, and two (2) crew positions located at both forward facing seats.

The following Firecom components will be provided:

- One (1) 5200D Intercom
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

RADIO / INTERCOM INTERFACE CABLE

The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Make of First Radio: To be determined at the pre-construction conference.
- Make of Second Radio: To be determined at the pre-construction conference.

OVER THE HEAD HEADSET, INTERCOM ONLY

There will be two (2) Firecom, Model FH-54 over the head, intercom only headset(s) provided driver's side inboard forward facing seat and passenger's side inboard forward facing seat.



Each headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Microphone on/off button

OVER THE HEAD, RADIO TRANSMIT HEADSET

There will be two (2) over the head, radio transmit headset(s) provided driver's seat and officer seat.



Each Firecom, Model FH-51 headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24dB noise reduction
- Radio Push To Transmit button. Mic is always live for intercom communication

HEADSET HANGERS

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side inboard forward facing seat and passenger's side inboard forward facing seat. The hanger(s) will meet the current edition of applicable NFPA standards for equipment mounting.

BRACKET, JOHNNY RAY

There will be one (1) Johnny Ray, radio swivel bracket rated for 7 lbs. and will be provided and installed on top of the loose item storage box (option 758719) at the front of the engine tunnel. Swivel to be centered on the front, elevated portion of the box.

INTERFACE EXTENSION CABLE

There will be two (2) Firecom, 108-0086-00, radio interface extension cable(s) routed to main unit to swivel up to 19.00' from the intercom.

AUX IN CELL PHONE CABLE

There will be one (1) Data Pro 1224-**C panel mount 3.5mm female to 3.5mm male cable connected to the auxiliary input port of the Firecom intercom located in switch panel 4 in the overhead console and routed to officer's side dash, left side under the 12v power point circuit. See IP1 print for additional reference where it will be flush mounted.

There will be a Firecom 108-0059-00 cell phone to intercom cable provided and mounted next to the panel mount connection.

KNOX-BOX®

There will be one (1) Knox-Box(s) sent to the apparatus manufacturers preferred installer and installed at the right side rear facing seat riser. Knox box to mounted on top of the riser, outboard, next to the cab side wall. Specific shipping requirements will be followed.

A "technician's key" will be provided by the customer for each Knox Box. The box cannot be installed without a compatible technician's key.

COMPLETE MDT INSTALLATION

There will be one (1) customer supplied Mobile Data Terminal (MDT), Docking station, Mounting bracket, power supply, antenna, GPS, modem, and all cabling sent to the apparatus manufacturers preferred installer to be installed the antenna to be centered on the cab roof and the MDT mount to be located to the left side of the officer's seat position, on the the engine tunnel mount plate. See Cab Layout print. Exact location to be determined at the final inspection. Specific shipping requirements will be followed.

PORTABLE RADIO CHARGER INSTALLATION

There will be three (3) customer supplied portable two-way radio chargers(s) sent to the apparatus manufacturers preferred radio installer to be installed on the rear outboard edges of the engine tunnel mount plate, one (1) on the left side and two (2) on the right side. See Cab Layout print for reference. Rough in wiring with exact mount locations to be determined at the final inspection. Specific shipping requirements will be followed.

BRACKET ONLY INSTALLATION

There will be one (1) customer supplied Thermal Imaging camera charging bracket(s) sent to the apparatus manufacturers preferred installer to be installed in the right side, rear facing in cab cabinet. Charger to mounted on the left side, inside the cabinet. See Body Layout print for reference. Rough in wiring with exact mount location to be determined at the final inspection.

Specific shipping requirements will be followed.

TWO WAY RADIO SPEAKER INSTALLATION

There will be two (2) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed on the ceiling in front of the HVAC module and between the sun visors. Exact location to be determined at the final inspection.

Specific shipping requirements will be followed.

TWO-WAY RADIO CABLE INSTALLATION

There will be two (2) customer supplied two-way radio remote head cable(s) sent to the apparatus manufacturers preferred radio installer for installation. The cable will be run from the transceiver in the left side overhead compartment to the remote head location at the front of the engine tunnel.

Specific shipping requirements will be followed.

TWO WAY RADIO INSTALLATION

There will be two (2) customer supplied two way radio(s) sent to the apparatus manufacturers preferred radio installer to be installed the transceivers in the left side overhead compartment on the slide out tray and the remote heads to be mounted on the Johnny Ray swivel at the front of the engine tunnel. See Cab Layout print for reference per the shipping document.

No antenna mount or whip will be included in this option.

Specific radio shipping requirements will be followed.

HANDLIGHT CHARGER INSTALLATION

There will be two (2) customer supplied hand light chargers(s) sent to the apparatus manufacturers preferred installer to be installed on the rear, vertical engine tunnel surface, one (1) on the left side and one (1) on the right side, each near the top. See Cab Layout print for reference. Rough in wiring with exact mount location to be determined at the final inspection. Specific shipping requirements will be followed.

RADIO ANTENNA MOUNT

There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed behind the lightbar, 12.00" inboard from the cab sides, one (1) each side just forward of the cab roof transition on the cab roof with high efficiency, low loss, coaxial cable(s) routed to crew cab compartment located crew cab overhead area DS rear compt . A weatherproof cap will be installed on each mount.



VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse
- One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal

The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located on the instrument panel.

The following components will be included:

- One (1) SV-CW134639CAI SD Camera
- One (1) CS134404CI Side SD Camera
- All necessary cables

RECESS REAR CAMERA

A rear camera recess will be provided in the center at the rear.

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

- Engine oil and filter
- Transmission oil and filter

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.

3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be six (6) 12 volt Stryten/Exide®, Model 31S950X3W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 5700 CCA at 0 degrees Fahrenheit
- 1140 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER

There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided.

The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

The battery charger will be located in the left front hatch compartment, mounted on the left wall as high as practical.

AUTO EJECT FOR SHORELINE

There will be a Kussmaul™, part number 091-55-20-120, 20 amp 120 volt AC shoreline inlet provided to operate the dedicated 120 volt AC circuits on the apparatus.

The inlet will include a Kussmaul Chief Series part number 091-55-266-XX weatherproof flip up cover with OLED DC display. The color of the cover will be red.

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the right side rear fender, above rear wheel rearward of forward extinguisher compartment.

ALTERNATOR

There will be a Leece-Neville, Model BLP4003, alternator provided. It will have a rated output current of 420 amp as measured by SAE method J56. The alternator will feature an integral, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.

- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
    - If enabled:
        - "Load Man Hi-Idle On" will display on the information center.
        - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
    - ON = not shed
    - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights with heated lens mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

DIRECTIONAL LIGHTS

There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be two (2) Truck-Lite Model 33050Y, lights with amber LEDs, amber lenses, and rubber grommet provided to indicate the presence and overall length of the vehicle in the following locations:

- Two (2) lights installed as front side clearance lights will be installed, one (1) on each side above the cab doors.

The lights will be wired to the running lights of the vehicle.

All other forward facing clearance lights will be included with the visor scene light.

FRONT CAB SIDE CLEARANCE/MARKER LIGHTS

There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab.

The lights will activate as additional directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color

- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be the same as the LEDs.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

An ECCO, Model 505, solid state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute at a constant 87db.

WARNING LIGHT FLASH PATTERN

The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

ENHANCED SOFTWARE FOR PERIMETER LIGHTS

All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected.

The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.

STEP LIGHTS

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.

12 VOLT LIGHTING

There will be a Whelen® Model S72M**, 72.00" long 32,400 lumens DC powered light provided on the front cab roof as far forward as practical. The painted parts of this light assembly to be black.

The light will include the following:

- White scene LEDs
- Two (2) amber LED modules as clearance lights
- Three (3) amber LED modules as identification lights
- Four (4) additional LED modules. The additional modules to be four (4) scene light modules with white LEDs

The clearance and identification LEDs will be activated with the headlight switch.

The scene LEDs will be activated when the battery switch is on and by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

There will be a switch in the cab on the switch panel to control the flashing or spot LED modules.

Amber flashing LED modules will be deactivated when the parking brake is released.

The white scene and flashing LED modules may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, on the passenger side cab, between the cab doors, as high as possible.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel and by a switch at the right side pump panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, on the driver's side cab, between the cab doors, as high as possible.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, above the LS1 compartment on the side of the hatch compartment and just forward of the side upper zone warning light.

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by the same control that has been selected for the driver's side scene light(s).

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, above the RS1 compartment on the side of the hatch compartment and just forward of the side upper zone warning light.

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by the same control that has been selected for the passenger's side scene light(s).

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model PCPSM1*, 10,444 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, on the rear body bulkhead, one (1) each side, each as high as possible and under the upper zone warning light.

The light(s) will include black housing(s) with a chrome cover.

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel, by a switch at the passenger's side switch panel and by a switch in a recessed cup located at the passenger's side rear bulkhead.

The light(s) may be load managed when the parking brake is applied.

HOSE BED LIGHTS

There will be four (4) Whelen®, part number 01-066D068-00, 1.87" white 12 volt DC LED lights provided to illuminate the hose bed area.

- One (1) light will be installed on the driver's side of the hose bed 24.00" from the front and as high as practical.
- One (1) light will be installed on the passenger's side of the hose bed, as high as practical and evenly spaced between both lights installed on the driver's side of the hose bed.
- One (1) light will be installed on the driver's side of the hose bed, as high as practical and evenly spaced between both lights installed on the passenger's side of the hose bed.
- One (1) light will be installed on the passenger's side of the hose bed 36.00" from the end and as high as practical. This light will also be angled into the hose bed 30 degrees to keep much of the light from shining into ground personals eyes.

The lights will be activated when the hosebed cover is raised.

WALKING SURFACE LIGHTS

There will be one (1) Amdor®, part number AY-LB-12HW020, 350 lumen, 20.00" long 12 volt DC white LED strip light provided in the front of the hose bed area to illuminate the interior surface of the fill dome area. The light will be located under the top flange of the front hose bed area.

There will be four (4) 12 volt DC LED lights provided on the hose bed cover to illuminate the walking surface of the cover.

The light in the front of the hose bed area and the lights on the hose bed cover will be activated when the body step lights are on.

WATER TANK

Booster tank will have a capacity of 650 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

Tank will be T-shaped to provide for deep side compartments and to serve as a large sump to limit the amount of undraftable water.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel flat bar or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

The water tank will be extended to the rear of the truck, over the rear compartment.

One (1) sleeve will be provided in the water tank for a 2.50" pipe to the rear.

HOSE BED

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

The hose bed interior walls will be painted to match the lower body color.

Hose bed will accommodate the following: Hosebed #1 = 200' of 2.50" DJ hose, Hosebed #2 = 800' of 2.50" DJ hose, Hosebed #3 = 900' of 5.00" synthetic hose, Hosebed #4 = 250' of 2.50" DJ hose (bundle arrangement w/ 2.5" wye, nozzles/ located above the ladder storage).

HOSE BED DIVIDER

Two (2) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.

An oval opening will be provided near the rear of the divider to be used as a hand hold and aid in accessing the hose bed.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

CROSS-DIVIDER

There will be one (1) hose bed cross-divider/s provided. The cross-divider/s will be boltedin forward in the space and serve as stop for the Little Giant ladder (1AA model 17), which will be stored rearward and in the folded position. The dimensions of the divider will be determined by the width needed to store one Little Giant ladder (1AA model 17) in a folded position. Divider will be full height in the space.

There will be one (1) additional hose bed dividers furnished.

Each divider will be constructed of a .25" brushed aluminum sheet.

Partition will be permanently installed and located between Little Giant storage and hosebed #4 at the inboard top edge of the ladder storage compartment.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.

There will be one (1) additional hose bed dividers provided.

Each divider will be constructed of brushed aluminum and painted job color. The divider will be "box" style and reinforced in order to support a hosebed cover or handrail mounting.

Divider(s) will not be, adjustable. They will be bolted permanently into the hosebed.

Divider(s) will be located in the right side between hosebed #3 and hosebed #4. Little Giant ladder (1AA model 17) will be stored on edge in a folded position.

There will be one (1) vertically hinged, aluminum treadplate door(s) provided at the rear of the right side between bay #3 and bay #7 with the door to be hinged on the box style permanent divider so it will swing inboard. storage area in the hose bed. The door will be equipped with a D-handle latch.

The right side (where the Little Giant ladder will be stored) between bay #3 and bay #4). hose bay shall be lined with a piece of white nylon.

HOSE BED COVER

A two (2) section hose bed cover, constructed of .125" bright aluminum treadplate will be furnished. The cover will be hinged with full length stainless steel piano hinge. The sides will be slanted down. A stationary bridgework support assembly will be provided at the rear to support the cover.

The cover will be reinforced so that it can support the weight of a man walking on the cover.

The cover is designed with the left cover opening first.

If access to the water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that the tank may be filled without raising cover doors.

Chrome grab handles and four (4) gas filled cylinders will be provided to assist in opening and closing the cover. A handrail is to be provided at the rear, in the center of the support, to assist in opening the cover.

The hose bed cover will be connected to the Do Not Move Truck indicator. The light will be activated if the cover is not in the stowed position and the parking brake is released.

HOSE BED ACCESS DOOR/S

There will be one (1) aluminum treadplate door(s), each with a butterfly latch, within the hosebed cover right side foam fill tower.

HOSEBED END FLAP

A three piece black vinyl flap assembly will be installed on the rear, with a split in two locations, one flap for each of the aluminum treadplate hose bed covers. Those two splits will be located to allow for access into the different portions of the hosebed separately.

Each vinyl flap will have up to three (3) nylon tie down straps, if and where needed, with quick release thumb spring buckles. Fasnap model 207668 stainless steel buckles will be attached to the flaps. These vinyl end skirts will be installed directly to the hosebed frame.

Rubber coated hooks and stainless steel footman loops will secure the end skirts/bed covers to the main body.

RUNNING BOARDS

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 24.00" deep in the center area and 8.00" deep to the rear of the side compartments. The tailboard will be T-shaped. The outboard sides of the tailboard will be angled at 45 degrees beginning at the point where the body meets the tailboard at the outboard edge angling rearward to the rear edge of the tailboard.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

REAR TOW EYES

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

REAR TOW BAR

One (1) tow bar will be installed under the tailboard, 6.00"-8.00" forward from the rear of the tailboard. With air ride suspension and a 65 gallon fuel tank, the tow bar will be located .50" further rearward than normal when there is this combination of options.

The tow bar assembly will be designed and positioned to allow up to a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

RUNNING BOARD HOSE RESTRAINT

A pair of 2.00" wide black nylon straps with 2.00" side release fasteners will be provided for each hose tray to secure the hose during travel. There will be Two (2) hose trays located one (1) in each side running board.

HOSE TRAY

Two (2) hose trays will be recessed one (1) in each side running board.

Tray will be tapered at the front and rear towards the center.

Capacity of the tray will be sized by the following dimension: 36.00" long (front to back) x 10.00" wide (side to side) x 9.00" deep.

Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingression.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 nylon.

Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided**.**

The interior dimensions of this compartment will be 40.00" wide x 40.63" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 30.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

The rear compartment will have a rollup door.

The door will be double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

The door will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingression.

The door will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 Nylon.

The door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

BODY MODIFICATION FROM STANDARD

The following body modifications will be required for the installation of a single axle air ride suspension:

- Rear compartment will be 4.00" shorter in depth.

SCUFFPLATE

Four (4) scuffplates .75" wide scuffplates will be furnished in the air bottle compartment door latch area. The scuffplate(s) will be constructed of brushed stainless steel stainless steel and provided for the latch side air bottle compartment(s).

ROLLUP DOOR PULL STRAPS

six (6) compartment doors will be provided with pull straps. The pull straps will be 10.00" long and black in color.

The straps will be installed directly to the inside of the rollup door.

The rollup door compartments to have these straps will be all side body compartment doors.

ROLL-UP DOOR TRIM

The exterior of the aluminum trim around the door opening will be painted to match the color of the applicable door.

There will be seven (7) compartments located all body compartment doors with the trim painted.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

Two (2) hatch compartments on the left and right side will have a vertically hinged single panel, painted stainless steel door located at the rear. The door(s) will be provided with D-handle latch and be hinged along the outboard edge.

HATCH COMPARTMENT

Two (2) hatch compartments will be provided above the left and right side compartments.

Each hatch compartment will extend the full length of the side body compartmentation x 13.75" wide. The height of each hatch compartment will match the side sheet height.

Sides of the compartment will be constructed of the same material as the body and painted job color. A 2.00" tall formed aluminun painted to match the lower body color will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will be smooth weld finished and painted. The top of the compartment will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of the compartment. Doors will have lipped edges with a rubber seal for weather resistance. Each door will have a socket and plunger type latch and chrome grab handle. Doors will be hinged on the outboard side and will utilize a gas strut (or rubber covered chain on narrow width doors)

Compartment will drain to an area below the hose bed. Black Turtle Tile mattin shall be provided to help prevent stored equipment in pooled water.

COMPARTMENT LIGHTING

There will be a 42.00" 12 volt DC strip light with white LEDs mounted on the interior, hinged side of each door. The lights will be mounted with mechanical fasteners.

The lights will be activated when the battery switch is on and the door is opened.

MOUNTING TRACKS

There will be five (5) sets of tracks for mounting shelf(s) in LS1, LS2, RS1, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be unpainted with a natural finish.

SHELVES

There will be one (1) shelf with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be fixed in its location in the compartment

The shelves will be held in place by .12" thick stamped plated brackets and bolts or angles bolted to the compartment as the engineer or shop floor see fit.

The location will be in compartment LS3, directly above and on top of the CTECH drawer assembly.

ADJUSTABLE SHELVES

There will be eight (8) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum with a brushed finish with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in LS1 at the depth transition point, in RS1 at the transition point, in RS3 at the transition point, in RS3 in the lower third, in RS3 in the upper third, in RS1 in the upper third, in LS2 centered between the floor and ceiling and in LS1 in the upper third.

SLIDE-OUT ADJUSTABLE HEIGHT TRAY

There will be one (1) slide-out tray provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 250 lb in the extended position.

Each tray will be constructed of aluminum with a dual action finish.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The location(s) will be in B1 centered between the floor and ceiling

SLIDE-OUT FLOOR MOUNTED TRAY

There will be three (3) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum with a dual action finish

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, LS1 and B1.

DRAWER ASSEMBLY

A slide-out drawer assembly will be installed LS3.

The clear dimensions starting at the top of the cabinet with the first drawer will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the second drawer will be 2.75" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the third drawer will be 4.75" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the fourth drawer will be 8.75" with a face plate that is 9.00" high x 21.00" deep. Each drawer will be the same width and not exceed 36.00".

The drawers will have a capacity of 250 pounds.

The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer.

A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer.

There will be a total of one (1) provided.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .281" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

The board will have a D-ring handle to secure it in the stowed position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be with a dual action finish and installed RS2 full height and width.

PARTITION, TRANSVERSE REAR COMPARTMENT

Two (2) partitions will be bolted in place to separate the left and right side rear compartments from the rear tailboard compartment. The partition will be body material with a dual action finish.

Each partition will be permanently sealed with caulk to ensure no water will leak to or from the adjoining compartments.

FILLER PANEL

There will be a piece of DA finished aluminum provided to fill the gap between a cabinet drawer assembly and the adjacent compartment wall. The filler panel will be located LS3, each side of CTECH.

MATTING, COMPARTMENT FLOOR

Turtle Tile compartment matting will be provided in three (3) compartments on the compartment floor. The locations are, compartments: LS2, RS2 and RS3.

The Turtle Tile will be black and the leading edge of the matting will include the beveled edge. The beveled edge will be black.

MATTING, COMPARTMENT SHELVING

Turtle Tile compartment matting will be provided in 13 shelves. The locations are, all trays and shelves.

The color of the Turtle Tile will be black.

PEGBOARD

There will be 3/16" thick aluminum pegboard installed on the two (2) side wall(s) of compartments in compartment LS3 . The pegboard will be mounted using two (2) horizontal tracks.Retainers will be used to mount the pegboard to the tracks. The holes will be .281" diameter, punched 1.00" on center. The pegboard will be with a dual action finish.The pegboard will be mounted on the upper, shallow portion of the compartment, above the fixed shelf and CTECH drawer assembly within the compartment(s).

ALUMINUM PEGBOARD

Two (2) horizontally installed tracks, with 0.19" aluminum pegboard will be installed on the back wall of one (1) compartments. The holes will be .281" diameter , punched 1.00" on center. The pegboard will be with a dual action finish. The pegboard(s) will be located in RS2.

Retainers will be used to mount the pegboard to the tracks.

PEGBOARD

There will be 3/16" thick aluminum pegboard with a dual action finish installed on the back wall of one (1) compartments. It will be mounted using two (2) horizontal tracks. Retainers will be used to mount the pegboard to the tracks. The holes will be .281" diameter , punched 1.00" on center. The pegboard will be located in the LS3 and mounted the upper, shallow depth portion of compartment.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS
Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

BODY FENDER LINER
A painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

HARD SUCTION HOSE
Hard suction hose will not be required.

HANDRAILS
The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a red LED light. The handrails will be activated with the application of the parking brake.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.

HANDRAILS
One (1) Hansen LED lit knurled aluminum vertical handrail will be located on each rear beavertail. The handrail will be lit with a red LED light. The handrail will be activated with the application of the parking brake.

HANDRAIL
There will be one (1) full width horizontal handrail provided below the hose bed at the rear of the apparatus. The handrail will be Hansen LED backlit knurled aluminum. The handrail will be lit with a red LED light. The handrail will be activated with the application of the parking brake.

ADDITIONAL HANDRAIL
Four (4) handrails, 10.00" long, will be mounted (2) on the front of the hose bed and (2) at the rear on the hose bed on platform between top rear folding step and rear of hose bed. The handrail will be constructed out of knurled aluminum.

ADDITIONAL HANDRAIL
One (1) handrail, 10.00" long, will be mounted left side horizontally on light shield.

The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a red LED light. The handrails will be activated with the application of the parking brake.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

EXTINGUISHER/AIR BOTTLE/ STORAGE (TRIANGULAR)

A total of one (1) extinguisher/air bottle/storage compartments will be provided in the right side front fenderwell. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black Dura-Surf friction reducing material will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a chrome plated flush lift & turn latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR PACK STORAGE

A total of one (1) air pack compartment(s) will be provided and located in the left side front fenderwell. The air pack compartment(s) will be tapered to match the profile of the space available in the fender. The compartment(s) will be approximately 15.50" wide at the top and 5.00" wide at the bottom for the wheel cutout. The compartment(s) will be 15.50" tall at the body side compartment and 6.00" tall at the wheel cutout. The compartment(s) will be 26.00" deep and have a drain hole.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

A painted stainless steel hinged door with a chrome plated flush lift & turn latch will be provided to contain the air pack. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE STORAGE (TRIPLE)

A quantity of one (1) air bottle compartment designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the right side rearward of the rear wheels. A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (SINGLE)

A quantity of one air bottle compartment, approximately 7.50" wide x 7.50" tall x 26.00" deep, will be provided on the driver side rearward of the rear wheels. The triangular door will cover the air bottle opening, the DEF tank access, and fuel fill. The compartment will be square with angled corners. A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

EXTENSION LADDER

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

LADDER STORAGE

The ladders will be stored between the water tank and the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges.

The ladder storage area will be enclosed as practical by means of sheet metal to protect the ladders from road dirt. The ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclosed the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides.

The ladders will be mounted with the extension ladder will be stored with the fly section to the center of the truck.

If the apparatus does not have a flush rear wall, an aluminum enclosure will be provided at the rear of the body to properly contain the ladders. This enclosure will extend to the rear of the side body compartments. This enclosure will extend 8.00" short of the rear of the side body compartments.

The enclosure will also include a vertically hinged aluminum treadplate door with a D-handle latch to access the ladders.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

FOLDING LADDER STORAGE

There will be storage designated right side for folding ladders stored between the side sheet in a stainless steel trough in the ladder storage compartment.

BACKBOARD STORAGE

One (1) trough for storage of a backboard will be provided in the existing ladder storage compartment.

The size of the backboard to be stored will be 74.00" long x 16.00" wide x 2.50" high.

PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Fire Hooks Unlimited 10’ New York roof hook.

6' PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 6' pike pole or plaster hook mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Duo-Safety 6' pike pole.

TRASH HOOK STORAGE

There will be one (1) stainless steel U-shaped trough(s) provided for storage of D-handle style trash hook(s). The trough(s) will be installed one (1) in the rear ladder storage compartment for 8' pike pole.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of one (1) pike pole and will be located in the ladder storage compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided. The pike pole tube will be notched to allow a New York style pike pole to fit into the tube.

FOLDING STEPS FRONT OF BODY

Cast Products, model SP6610, folding steps will be provided full height on the left side and one (1) step on the right side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The steps will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with an opening wide enough for a gloved hand.

The Pierce logo will be provided on the underside of the step.

REAR FOLDING STEPS

Cast Product, model SP6610, lighted folding steps will be provided at the rear. The step platform will be 6.70" wide by 8.70" deep with a handhold provided at the front of the step. LED lights will be provided above and below the step surface. The Pierce logo will be provided in the underside of the step.

I-ZONE BRACKETS

Two (2) removable I-Zone brackets will be provided and mounted at the rear of the apparatus recessed through the rear of the body under the hosebed, one (1) on each side . The brackets will be "L" shaped and extend approximately 18.00" from the body in the deployed position and extend up 8.00". There will be a steel pin to secure the brackets in the stowed position. The brackets will be constructed of .75" diameter aluminum tubing at minimum. The brackets will be designed with adequate reinforcement to eliminate flexing of the body (oil canning) and not interfere with any of the rear facing zone lights when carrying hose.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

LEFT SIDE PUMP CONTROL PANELS

All pump controls and gauges will be located at the left side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable).

Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

The trim rings for the side discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

PUMPHOUSE STRUCTURE

A special pumphouse structure is required to accommodate the ladders stored between the tank and the side sheet. The vertical upright support will need to be moved inboard.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE - PUMP

There will be One (1) Elkhart Style 40 relief valve(s) installed on the suction side of the pump preset at 125 psig.

The relief valve(s) will have a working range of 75 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door .

RELIEF VALVE

A Waterous adjustable relief valve, specially designed for fire service, will be provided.

Valve will be positive, quick acting, and include an instantaneous on/off control. When in the off position, the relief valve will functionally be removed from the system. When turned back to the on position, the relief valve will again monitor and maintain the previous pressure setting.

Control for adjusting pressure will be elliptical shaped for positive grip.

An easily removable pilot valve strainer will be provided and be accessible from the pump operator's panel.

Two (2) indicator lights will be furnished, showing the position of the relief valve (amber for open and green for closed).

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

RECIRCULATING LINE WITH CHECK VALVE

A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.

THERMAL RELIEF VALVE

A Waterous Overheat Protection Manager (OPM) will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 140 Degrees F (60 C) and a red warning light that is triggered when the water in the pump reaches 180 F (82 C).

The warning light will act as an additional protection device if the temperature in the pump keeps rising after the valve opens. The warning light with a test switch will be mounted on the pump operator panel.

The discharge line will be plumbed to water tank fill tower.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

SHORT SUCTION TUBE(S)

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.



The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

No snubber bleeder valves are acceptable.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. The tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

The control on the pump panel will be "in" when the valve is open and "out" when the valve is closed.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built into the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

LEFT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 4.00" Akron valve installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control at the pump operator's control panel.

An indicator will be provided to show when the valve is in the closed position.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be Class 1 quarter turn round handle drains provided at all low points of the piping.

FRONT OUTLET DRAIN LOCATION

The front outlet drain will be located as high as possible and the valve controls will be at the valve .

REAR DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

FRONT OF HOSE BED DISCHARGE OUTLET

There will be One (1) discharge outlet discharge(s) piped to the front of the hose bed and located at the front of hosebed #1. Plumbing will consist of 2.50" piping with a 2.50" full-flow ball valve controlled at the pump operator's panel. The discharge(s) will terminate with a 2.50" (M) National Standard hose thread adapter.

DISCHARGE CAPS

Chrome plated, rocker lug, caps with chains will be furnished for all discharge outlets 1.50" thru 3.00" in size, besides the pre-connected hose outlets.

The cap will incorporate a thread design to automatically relieve stored pressure in the line when disconnected (no exception).

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

No snubber drain valves are acceptable.

DISCHARGE DRAIN VALVES

Provide a manual style drain in all low plumbing points that would normally have automatic drains.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel with a handwheel control.

TELESCOPIC PIPING

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

MONITOR

A Task Force Crossfire XFC-52 monitor package will be furnished and properly installed on the deluge riser.

The monitor will include a 1250 GPM automatic M-R nozzle (M-R1250S-NJ), 10.00" stream straightener(XF-SS10) and quad stacked tips (MST-4NJ).

Also provided will be a portable base unit with one (1) 5.00" Storz inlet.

The monitor will be painted as provided by monitor manufacturer.

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

CROSSLAY HOSE BEDS

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200 feet of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color.

Scuffplates will be provided on both sides, at the sides and bottom of each opening to protect the paint.

CROSSLAY COVER

A hinged aluminum treadplate cover will be installed over the crosslay hose beds. It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface.

A black vinyl cover permanently attached to the aluminum treadplate cover will be provided over each end of the crosslay hose beds. The cover will have bungee cords attached at each lower corner with red pull tabs. The bottom of the flaps will be weighted with a chain.

CROSSLAY 8.00" LOWER THAN STANDARD

The crosslays will be lowered 8.00" from standard.

DEADLAY HOSE BED

One (1) deadlay bed without plumbing, will be provided above the pump compartment capable of carrying 200' of 1.75" DJ hose w/ a 1.50 gated wye and two (2) 1.50" Elkhart Chief 1.50" nozzles. The crosslays to be sized for same 1.50" Elkhart Chief nozzles.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). The bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Deadlay will be located between the front 1.50" pre-connected crosslay hosebed and the rear 1.50" pre-connected hosebed.

Deadlay bed flooring will consist of removable perforated brushed aluminum.

CROSSLAY COVER HOLDER - RUBBER LATCH

Two (2) rubber latches will be provided, one (1) each side, to hold the crosslay cover in the open position. A clip will be mounted each side, on the back of the cab, to allow the rubber latches to hold the cover open.

BOOSTER HOSE REEL

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the right side of the apparatus. The reel will be fabricated of aluminum and have highly polished end discs.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

Reel motor will be protected from overload with a circuit breaker rated to match the motor.

An electric rewind control switch will be installed on the reel side pump panel.

Booster hose, 1.00" diameter and 100 feet, with chrome plated Barway, or equal couplings will be provided.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 100 feet of 1.00" booster hose.

There will be one (1) additional polished stainless steel roller and guide assembly mounted driver side cargo top flange.

FOAM PROPORTIONER

A foam proportioning system will be provided that is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow and remain consistent within the specified flows and pressures. The system will automatically balance and proportion foam solution at rates from .1 percent to 9.9 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation. This will provide a versatile system to meet the demands at a fire scene.

SYSTEM CAPACITY

The system will have the ability to deliver the following minimum foam solution flow rates that meet or exceed NFPA requirements at a pump rating of 250 psi.

- 200 gpm @ 6 percent
- 400 gpm @ 3 percent
- 1200 gpm @ 1 percent

The foam concentrate setting may be adjusted in .1 percent increments from .1 percent to 9.9 percent. Typical settings are .3 percent, .5 percent and 1.0 percent (The maximum capacity will be limited to the plumbing and water pump capacity).

CONTROL SYSTEM

The system will be equipped with a digital electronic control display located on the pump operator's panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, direct which foam to use on a multi-tank system, and to set the operation modes (automatic, manual, draft, calibration, or flush).

The percent of injection will have presets for Class A and Class B foam. These presets can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

In order to minimize the use of abbreviations and interpretations, system information will be displayed on the panel by way of .50 tall LEDs that total 14 characters (two (2) lines of seven (7) each). System on and foam pump on indicator lights will also be included. Information displayed will include mode of operation (automatic, manual, draft, calibration, or flush), foam supply selected (Class A or Class B), water total, foam total, foam percentage, remaining gallons, and time remaining.

The control display will direct a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

LOW LEVEL, FOAM TANK

The control head will display a warning message when the foam tank in use is below a quarter tank.

HYDRAULIC DRIVE SYSTEM

The foam concentrate pump will be powered by a hydraulic drive system, which is automatically activated, whenever the vehicle water pump is engaged. A large parasitic electric load used to power the foam pump can cause an overload of the chassis electrical system.

Hydraulic oil cooler will be provided to automatically prevent overheating of the hydraulic oil, which is detrimental to system components. The oil/water cooler will be designed to allow continuous system operation without allowing hydraulic oil temperature to exceed the oil specifications.

The hydraulic oil reservoir will be of four (4) gallons minimum capacity and will also be of sufficient size to minimize foaming and be located to facilitate checking oil level or adding oil without spillage or the need to remove access panels.

FOAM CONCENTRATE PUMP

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic motor. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 12 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

EXTERNAL FOAM CONCENTRATE CONNECTION

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty. The external foam pick-up will be designed to allow use with training foam or colored water for training purposes.

PANEL MOUNTED STRAINER/EXTERNAL PICK-UP CONNECTION

A bronze body strainer/connector unit will be provided. The unit will be mounted to the pump panel. The external foam pick-up will be one (1) 1.00" male connection with chrome-plated cap integrated to a 2.00" strainer cleanout cap. A check valve will be installed in the pick-up portion of the cleanout cap. A basket style stainless steel screen will be installed in the body of the strainer/connector unit. Removal of the 2.00" cleanout cap will be all that is required to gain access to and remove the stainless steel basket screen. The strainer/connector unit will be ahead of the foam concentrate pump inlet port to ensure that all agent reaching the foam pump has been strained.

PICK-UP HOSE

A 1.00" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 1.00" female swivel NST thread swivel connector. The hose will be shipped loose.

DISCHARGES

The foam system will be plumbed to the center of front bumper, hose reel in right side of dunnage area, left rear outlet, front crosslay and rear crosslay.

SYSTEM ELECTRICAL LOAD

The foam proportioning will not impose an electrical load on the vehicle electrical system any greater than five (5) amps at 12VDC.

FOAM SUPPLY VALVE

Electric valves will be used for the foam supply. The foam supply valves will be controlled at the foam system control head for ease of operation. The supply valves will be electric, remote controlled, to eliminate air pockets in the foam tank supply hose.

MAINTENANCE MESSAGE

A message will be displayed on the control head to advise when system maintenance needs to be performed. The message will display interval for cleaning the foam strainer, cleaning for the water strainers, and changing the hydraulic oil.

FLUSH SYSTEM

The system will be designed such that a flush mode will be provided to allow the system to flush all foam concentrate with clear water. The flush circuit control logic will ensure the foam tank supply valve is closed prior to opening the flush valve. The flush valve will be operated at the foam system control head for ease of operation. The valve will be electrically controlled and located as close to the foam tank supply valve as possible. A manual flush drain valve will be labeled and located under the left side running board.

REFILL, FOAM TANKS

The foam system's proportioning pump will be used to fill the Class A foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller stating TANK A FILL. While the proportioner pump is filling the tank, the controller will display FILL TANK A. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will display TANK A FULL.

A separate air operated fill pump, controlled by the foam system controller, will be provided for filling the Class B foam tank. A separate inlet connection, mounted on the pump panel will be provided for this fill system. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The connection will be the same as the foam intake connection, in order to allow the use of the foam pick-up hose as the fill hose. The fill operation will be controlled by a mode in the foam system controller stating TANK B FILL. To fill the tank, the controller will start and run the air operated pump. While the pump runs, the controller will display FILL TANK B. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will display TANK B FULL.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 10 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be Phoschek. The foam cell will not reduce the capacity of the water tank.The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

A system of 1.00" foam tank drains will be provided, integrated into the foam systems strainer and tank to foam pump valve management system. The tank to pump hoses running from the tank(s) to the panel mounted strainer will 1.00" diameter. The foam system controller will have a mode that allows for a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer will be usable as a tank drain mode.

An adaptor will be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied 1.00" foam pick up hose will be attached to the screen assembly by way of the adapter.

The drain mode will allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.

FOAM CELL

The cell will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class B foam. The brand of foam stored in this cell will be Ansulite. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

A system of 1.00" foam tank drains will be provided, integrated into the foam systems strainer and tank to foam pump valve management system. The tank to pump hoses running from the tank(s) to the panel mounted strainer will 1.00" diameter. The foam system controller will have a mode that allows for a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer will be usable as a tank drain mode.

An adaptor will be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied, 1.00" foam pick up hose will be attached to the screen assembly by way of the adapter. The drain mode will allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.

The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made for up job 32968 apparatus and/or similar Pierce job number.

PUMP OPERATOR'S PANEL DRAWING

A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc.., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

REMAINING PUMP PANEL(S)

Detailed drawing(s) to scale of the remaining pump panel(s) will be provided for the customer to review. The drawing(s) will include all of the gauges, controls, switching, etc.., located on the pump panel(s). The customer will be allowed to make changes and/or mark-ups to these approval drawing(s).

The fire apparatus manufacturer will make revisions (If needed) to the drawing(s) per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump panel drawing(s) will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

COLOR CODED TAGS

A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

SPECIAL TEXT/VERBIAGE TAGS

A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

PUMP ACCESS

Right Side Panel

The right side upper pump panel will be removable.

Panel Fastener

The removable panels will be secured with chrome flush trigger latch.

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

PUMP PANEL GAUGES AND CONTROLS

The following will be provided on the pump and gauge panels in a neat and orderly fashion. These gauges will be in addition to what is provided with the pressure controller.

- Engine Oil Pressure Gauge: With visual and audible warning

- Engine Water Temperature Gauge: With visual and audible warning

- Tachometer: Electric

- Master Pump Drain Control

- Voltmeter

- Fuel

ENGINE THROTTLE

A Class 1 Twister series remote engine throttle will be installed on the pump operator's panel.

The remote engine throttle will set the engine RPM to idle when the pump engaged interlock signal is recognized regardless of the control knob position.

The control knob will be programmed to be used in the clockwise rotation to increase engine speed and counterclockwise to decrease engine speed.

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

OK TO PUMP INDICATOR LIGHT

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

COMPRESSION FITTINGS

All of the pump panel gauges will have brass compression fittings installed in place of the push to connect fittings.

AIR HORN BUTTON
An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled "Evacuation".

SPECIAL FOAM DRAIN LOCATION
The foam drain location for the under running board rearward up high handle switch horizontal IPO vertical.

ANGLED GAUGE PANEL
The pump master gauge panel will be mounted at an angle downward to improve visibility of the gauges.

OUTLET TRIM RINGS
The side discharges and auxiliary inlet valves will be recessed behind the panel and have larger holes provided in the pump panel to facilitate removal of the valves without removing the complete pump panel. Stainless steel trim plates will be provided to trim the holes.

VACUUM AND PRESSURE GAUGES
The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 6.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

PRESSURE GAUGES
The individual "line" pressure gauges for the discharges will be interlube filled and manufactured by Class 1©.

They will be a minimum of 2.50" in diameter and will have white faces with black lettering.

Gauges will be compound type with a vacuum/pressure range of 30.00"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

WATER LEVEL GAUGE
A Fire Research TankVision Pro model WLA300-A00 water tank indicator gauge will be installed on the pump operators panel. The gauge kit will include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The gauge will show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees.

The gauge case will be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low water warnings will include flashing LEDs at 1/4 tank and down chasing LEDs when the tank is almost empty.

The gauge will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the water tank near the bottom. No probe will be placed on the interior of the tank. Wiring will be weather resistant and have automotive type plug-in connectors.

ADDITIONAL WATER LEVEL GAUGE

There will be one (1) additional Fire Research MaxVision model WLA280-A00 water tank remote indicators provided and installed on the rear body, left side. The indicators will show the volume of water in the tank on ninety six (96) easy to see super bright Tri-color LEDs. The indicator case will be waterproof, manufactured of Polycarbonate material with an integrated lens.

The remote indicator will indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times.

The flash rate will be determined by the main water tank sensor.

It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors.

This module will be activated when the pump is in gear.

CLASS "A" & "B" FOAM LEVEL GAUGES

A Fire Research TankVision Pro model WLA360-A00 & WLA370-A00 cell/tank level indicator kits will be installed on the pump operators panel. The kits will include an electronic indicator module, a pressure sensor, a 10' sensor cable and tank vents. The indicators will show the volume of Class "A" & Class "B" foam concentrate in the cell/tanks on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The indicator case will be waterproof, manufactured of Polycarbonate/Nylon material and have a distinctive green and yellow label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display cell/tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low foam level warnings will include flashing LEDs at 1/4 cell/tank and down chasing LEDs when the cell/tanks are almost empty.

The indicators will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the foam cell/tanks near the bottom. No probe will be placed on the interior of the cell/tanks. Wiring will be weather resistant and have automotive type plug-in connectors.

STEP/LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed under the crosslays. This shield will be properly reinforced to support the crosslay hose weight.

- There will be 12 volt DC white LED light(s) installed under the stainless steel light shield.
- These lights will be activated when the battery switch is on and the pump panel light switch is on.

There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operators main panel.

- There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

There will be one (1) white LED, step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The step light will be activated by the pump panel light switch.

ADDITIONAL STEP/LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed under the crosslays. This shield will be properly reinforced to support the crosslay hose weight.

- There will be two (2) 12 volt DC white LED light(s) installed under the stainless steel light shield.
- These lights will be activated when the battery switch is on and the pump panel light switch is on.

There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump panel.

- There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.

There will be one (1) white LED, step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The step light will be activated by the pump panel light switch.

AIR HORN SYSTEM

Two (2) Buell air horns will be recessed in the front bumper. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

Air Horn Location

The air horns will be located on each side of the bumper, towards the outside.

Air Horn Control

The air horn(s) will be activated by the following:

- Right side push button switch engine tunnel, match same location as provided on previous job 32968
- Left side foot switch

ELECTRONIC SIREN

There will be a Whelen, Model 295SL 101, 100 or 200 watt electronic siren with noise canceling plug-in microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be recessed in the overhead console above the engine tunnel in the center.

SIREN CONTROL

The electronic siren will be controllable on the siren head and horn ring only. No foot switches will be required.

The driver will have the option to control the siren or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

AUXILIARY MECHANICAL SIREN

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be recessed in the front bumper on the left side. The siren will be properly supported using the bumper framework.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Left side foot switch.
- Right side chrome push button switch.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 81.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red steady burning LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) white flashing LED module in the driver's side third front position.
- One (1) red flashing LED module in the driver's side fourth front position.
- Open in the driver's side fifth front position.
- Open in the driver's side sixth front position.
- One (1) 795 LED traffic light controller set to national standard high priority in the center positions.
- Open in the passenger's side sixth front position.
- Open in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.
- One (1) white flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red steady burning LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

There will be clear lenses included on the lightbar.

The following switches may be a installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules.
- the traffic light controller with the emergency master switch only.
- a driver's side momentary cab switch with no emergency master control to activate the traffic light controller.

The white flashing LED modules and the traffic light controller will be disabled when the parking brake is applied.

The six (6) red LED modules in the front positions may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be four (4) Whelen®, LED lights installed on the cab face above the headlights, in a common bezel matching the headlamp bezel per the following:

- One (1) Model M6**, 4.31" high x 6.75" long x 1.38" deep light installed in the outside position on the driver's side. The driver's side front outside warning light to be red.
- One (1) Model 6RB**, 4.18" high x 6.56"" long x 3.43" deep light installed in the inside position on the driver's side. The driver's side front inside warning light to be red.
- One (1) Model 6RB**, 4.18" high x 6.56"" long x 3.43" deep light installed in the inside position on the passenger's side. The passenger's side front inside warning light to be red.
- One (1) Model M6**, 4.31" high x 6.75" long x 1.38" deep light installed in the outside position on the passenger's side. The passenger's side front outside warning light to be red.

The lens colors will be clear.

There will be a switch located in the cab on the switch panel to control both sets of lights.

The inside lights may be load managed if colored or disabled if white when the parking brake is applied.

FLASH PATTERN

The front pair of Whelen RotoBeams will be programmed so that both lights rotate outboard. The driver's side light will rotate counter clockwise and the passenger's side light will rotate clockwise.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING

There will be four (4) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side above rear wheels. The side rear lights to be red.
- The lights will include a clear lens.

There will be a switch in the cab on the switch panel to control the lights.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M6**, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, on the side of the cab, behind the crew cab doors, each as high as possible, one (1) each side.

The light(s) to include red flashing LEDs.

The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green and red LEDs may be load managed when the parking brake is applied.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

REAR AND SIDE ZONE UPPER WARNING LIGHTS

There will be two (2) Whelen, Model M6* LED warning lights provided at the rear of the apparatus, facing the rear, one (1) light provided on each side with Whelen, Model M6FC chrome flanges.

- The rear upper light(s) on the passenger's side to be red.
- The rear upper light(s) on the driver's side to be red.

There will be one (1) Whelen, Model M9* LED warning light provided on the driver side of the vehicle, located at the rear and facing the side, mounted high with Whelen, Model M9FC chrome flanges.

- The side rear upper light(s) on the driver's side to be red.

There will be one (1) Whelen, Model M9* LED warning light provided on the passenger side of the vehicle, located at the rear and facing the side, mounted high Whelen, Model M9FC chrome flanges.

- The side rear upper light(s) on the passenger's side to be red.

The color of the lenses will be clear.

There will be a switch located in the cab on the switch panel to control the lights.

REAR LIGHT MOUNTING

The rear warning lights will be mounted on the rear side sheet flange and rear bulkhead of the body as high as possible with all wiring totally enclosed.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen®, Model TAM83, 30.87" long x 1.75" high x 2.18" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash to be activated when the emergency master switch is on.

This traffic directing light will be recessed with a stainless steel trim plate at the rear of the apparatus as high as practical.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

POWER OUTLET STRIP

There will be two (2) Sentrex Model M620BZLS 18.00" long x 2.00" wide x 1.75" thick, surge protected receptacle strip(s) with six (6) 20 amp 120 volt AC straight blade receptacles provided one (1) in LS1, rear wall, full depth portion, at the top next to the ceiling in the full depth portion and one (1) in RS1, rear wall, full depth portion, at the top next to the ceiling in the full depth portion.

The strip(s) selected will be powered from shoreline inlet through a receptacle located adjacent to the strip(s).

There will be a label installed near the strip(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore of combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.

- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.8.2.1 requires a minimum of 20' of suction hose or 15' of supply hose will be carried.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T.standard in critical areas. The manufacture's written paint standards will be available upon request.

Environmental Impact

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

TWO-TONE CAB PAINT

The cab will be painted two-tone with the upper section painted #479 charcoal metallic and the lower section painted #544 Red. There will be a standard two-tone cab paint break provided.

There will be a standard cab shield provided.

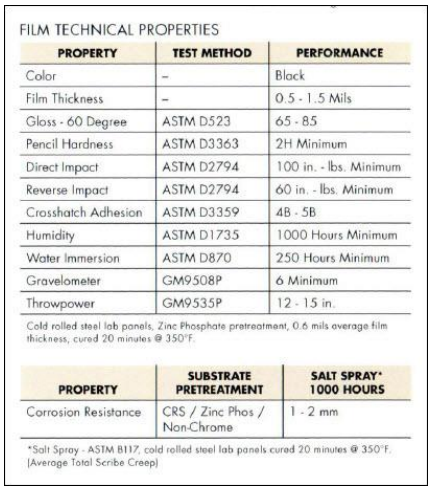
BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:



FILM TECHNICAL PROPERTIES

PROPERTY	TEST METHOD	PERFORMANCE
Color	–	Black
Film Thickness	–	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.

Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.

PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm

*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

AXLE HUB PAINT

All axle hubs will be painted to match lower job color.

COMPARTMENT INTERIOR FINISH

The interior of the compartments will be dual action finished and not painted.

REFLECTIVE STRIPES

Three (3) stripes will be provided across the front of the vehicle and along the sides of the body. The band will consist of a 1.00" onxy metallic vinyl stripe at the top with a 1/4" black border top and bottom, then a 6.00" reflective black stripe, and a 1.00" onxy metallic vinyl stripe at the bottom with a 1/4" black border top and bottom. There will be a 0.75" void between the stripes.
The reflective band provided on the cab face will be at the headlight level.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be Red V98-12 and Fluorescent Lime V98-112 oralite.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

JOG(S) IN REFLECTIVE BAND
The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

CHEVRON STRIPING ON THE FRONT BUMPER
There will be alternating chevron striping located on the front bumper.

The striping will consist of the following:

- The first color will be black.
- The second color will be the chrome bumper.

The size of the striping will be 6.00".

CAB DOOR REFLECTIVE STRIPE
A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

CAB STRIPE
There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.

LETTERING
The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING
Twenty-one (21) to forty (40) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

LETTERING
There will be reflective lettering, 5.00" high, with outline and shade provided. There will be 12 letters provided.

LETTERING
There will be genuine gold leaf lettering, 5.00" high, with outline provided. There will be six (6) letters provided.

LETTERING
There will be reflective lettering, 14.00" high, with outline and shade provided. There will be two (2) letters provided.

LETTERING
There will be non-reflective vinyl lettering, 24.00" high, with no outline or shade provided. There will be three (3) letters provided.

LETTERING
There will be genuine gold leaf lettering, 8.00" high, with outline and shade provided. There will be 26 letters provided.

MALTESE CROSS INSTALLATION
There will be one (1) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed Located on cab doors.

FIRE APPARATUS PARTS MANUALS
There will be two (2) custom parts manuals for the complete fire apparatus provided. There will be one (1) hard copy and one (1) USB flash drive copy provided.

The manuals will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

The manuals will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

SERVICE PARTS INTERNET SITE
The service parts information included in these manuals are also available on the factory website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS
There will be two (2) chassis service manuals containing parts and service information on major components provided. There will be one (1) hard copy and one (1) USB flash drive copy provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension

- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION MANUALS
There will be one (1) hard copy and one (1) USB flash drive provided that will include all of the same information.

ONE (1) YEAR MATERIAL AND WORKMANSHIP
A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY
A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY
A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY
The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY
The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY
A Meritor™ Axle 5 year limited warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY
A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY
The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION
A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system**.**

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years**. A **five (5) year** limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

PUMP WARRANTY

The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be submitted with the bid package (no exception).

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 12 foam system limited warranty certificate, WA0231, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility.

Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Side Impact

The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact
The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

Roof Crush
The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Additional Roof Crush
The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

CAB DOOR DURABILITY CERTIFICATION
Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION
Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION
Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH
Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS

Cab Air Conditioning

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
    - The nameplate rating of the alternator.
    - The alternator rating under the conditions specified per:
        - Applicable NFPA 1901 or 1906 (Current Edition).
    - The minimum continuous load of each component that is specified per:
        - Applicable NFPA 1901 or 1906 (Current Edition).
    - Additional loads that, when added to the minimum continuous load, determine the total connected load.

- Each individual intermittent load.

All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.

END OF SPECIFICATION

Electrical Analysis

11/30/2023

Bid #: 1020

Desc: Enforcer 152" Type 1 Engine

Customer: Rocklin Fire Department

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:

Sales Rep: Bauer, Jon

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0010670	ABS Wabco Brake System, Single rear axle		0.00	6.00	0.00
0015216	Reel, Booster, Aluminum - Over Pump, Right Side		0.00	36.00	0.00
0032602	Speedometer, Class 1 w/LED, Officer Overhead		0.00	0.00	0.16
0067116	Bracket, Johnny Ray Swivel, 7 Lb. Rating		0.00	0.00	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.00	0.00
0079211	Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud		0.00	3.00	0.00
0080713	Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"		0.00	0.16	0.00
0081564	Alarm, Back-Up Warning, ECCO 505, 87db Constant		0.00	0.50	0.00
0543751	Light, Do Not Move Apparatus		0.00	0.80	0.00
0547505	Wiring, Spare, 10 A 12V DC 1st		0.00	0.00	10.00
0548004	Wiring, Spare, 15 A 12V DC 1st		0.00	0.00	60.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0559185	Install Customer Provided Handlight Charger(s)		0.00	0.00	0.08
0583824	Light, Pump Compt, Wln 3SC0CDCR LED White		0.00	0.36	0.00
0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3"		0.00	0.30	0.00
0602637	Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016		0.00	0.50	0.00
0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable		0.00	0.00	0.00
0619159	Foam Sys, Husky 12, Dual Agent, Multi Select Feature		0.00	5.00	0.00
0629833	Compt, Storage, (2) Rear Facing, Overhead, 21 W x 10 H x 20 D,		0.00	0.00	0.00
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber		0.00	26.00	0.00
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer		0.00	180.00	0.00
0640653	Cable, Firecom Radio Interface Extension, 15'		0.00	0.00	0.00
0643212	Fan, Air Exchange, Cab Compartment, Thermostat		0.00	0.25	0.00
0662029	Intercom, Firecom 5200D Dual Radio, 4-Pos, D,O,2C		0.00	0.00	0.50
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0743910	Lights, Side, Wln M6** LED, Trm Fet 1st		0.00	2.70	1.80
0763096	Fittings, Compression IPO PTC, All Pump Panel Gauges		0.00	0.16	0.00
0763608	Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd		0.00	0.00	12.00
0763610	Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0766906	Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0768059	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd		0.00	0.00	12.00
0768061	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0784791	Switches, MUX Rocker, Outlined in Red		0.00	12.00	0.00
0789738	Cable, Firecom, 3.5mm Aux in, Panel Mount		0.00	0.00	0.00
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0816486	Camera, Pierce, LS Mux, RS, R, SD Cameras, CL714		0.00	1.20	0.00
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0548015	Wiring, Spare, 30 A 12V DC 1st	Load Managed	0.00	0.00	30.00
0548016	Wiring, Spare, 30 A 12V DC 2nd	Load Managed	0.00	0.00	30.00
0891411	HVAC, Heavy-Duty, Enforcer, CARE	Load Managed	0.00	0.00	136.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0004525	Valve, Pump Relief w/ Indicator Lights, Waterous	NFPA	0.52	0.00	0.00
0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0083700	Compt, Rear, Rollup, 37.75" FF, 25.88" D	NFPA	0.90	0.00	0.90
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

11/30/2023

Bid #: 1020

Desc: Enforcer 152" Type 1 Engine

Customer: Rocklin Fire Department

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:

Sales Rep: Bauer, Jon

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0534828	Siren, Wln 295SL101, 100 or 200W Removable Mic	NFPA	0.80	7.20	0.00
0540679	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens 2pr	NFPA	3.60	5.40	0.00
0556360	Lights, Step, P25 LED 4lts, Pump Pnl Sw	NFPA	1.00	0.00	0.00
0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	NFPA	0.35	0.00	0.00
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt	NFPA	1.80	2.70	0.00
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0586438	Gauges, Engine - Pump Panel, IAT Pressure Controller	NFPA	0.30	0.00	0.00
0596586	Lights, Rear/Side Up Zone, Wln M9* Side, M6* Rear, Lens	NFPA	4.20	6.30	0.00
0603606	Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	NFPA	1.26	0.00	0.00
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	NFPA	1.00	0.00	0.00
0605393	Lightbar, Wln, Freedom IV-Q, 81", RRsrRWR__Opt__RWRsrRR	NFPA	6.48	2.68	7.44
0607159	Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro	NFPA	1.23	0.00	0.00
0611614	Handrails, 10", Below Cab Windshield, Hansen Knurled Alum,	NFPA	0.20	0.00	0.00
0615608	Lights, Front Zone, Wln M6** 6RB* 6RB* M6** LED, 4lts Q Bezel	NFPA	1.81	5.34	1.75
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0622038	Light Shield/Step 8" & S/S Under Xlays, LED, PS, P25 LED Stp Lt	NFPA	3.85	0.00	0.00
0625210	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED,	NFPA	0.12	0.00	0.00
0625953	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts,	NFPA	0.70	0.70	0.00
0625966	Handrail, Rear, Below Hose Bed, Full Width, Hansen, Knurled	NFPA	0.50	0.50	1.00
0625975	Handrails, Beavertail, Hansen Tubing, Knurled Aluminum, LED	NFPA	1.00	1.00	2.00
0645869	Lights, Hose Bed, Sides, Wln 01-066D068-00 Blk Trim LED, 1.87"	NFPA	4.80	0.00	0.00
0647632	Lights, Dome, Wln 60C*EGCS Dual LED 4 Lts	NFPA	3.00	3.00	0.00
0648332	Cab, Enforcer, 7010	NFPA	6.80	10.20	0.00
0653937	Flasher, Headlight Alternating	NFPA	0.08	0.00	0.00
0656224	Light Shield/Step 8", S/S Undr Crs, LED w/P25 LED Step Light	NFPA	5.00	0.00	0.00
0662965	DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle	NFPA	0.60	11.40	0.00
0733219	Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr	NFPA	0.84	0.84	0.00
0734373	Lights, Clearance/Marker, Side, Truck-Lite 33050Y 2 Lts, Others	NFPA	0.49	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0739915	Hatch, (2) Liftup, Pumper	NFPA	1.80	0.00	1.80
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	NFPA	0.10	0.00	0.00
0749661	Light, Roof Mt, Wln S72M**, 72" Cnt Feature	NFPA	0.32	0.00	18.68
0758549	Cabinet, Rear Facing, RS, 22 W x 34 H x 22 D, Sp. Ext Acc Only,	NFPA	0.34	0.34	0.00
0758551	Cabinet, Rear Facing, LS, 22 W x 34 H x 23 D, Sp. Ext Acc Only,	NFPA	0.28	0.28	0.00
0765884	Lights, Walk Surf, Amdor AY-LB-12HW020 Frt HB 1Lt, P25 Hose	NFPA	1.20	0.00	0.00
0769420	Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	NFPA	1.20	0.00	0.00
0769572	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	NFPA	0.58	0.00	0.00
0770056	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear	NFPA	0.60	0.00	0.00
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door	NFPA	0.80	0.00	0.00
0781307	Cabinet, Forward Facing, RS, 22 W x 50 H x 16.25 D, Roll,	NFPA	0.50	0.50	0.00
0781672	Cabinet, Forward Facing, LS, 22 W x 50 H x 16.25 D, Roll,	NFPA	0.50	0.50	0.00
0783157	Headlights, Rect LED, JW Spkr Evo 2, Heat,	NFPA	6.60	6.60	0.00
0791467	Light, Traffic Directing, Wln TAM83, 30.87" Long LED	NFPA	1.60	1.60	0.00
0801890	Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	NFPA	2.00	2.00	0.00
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0810947	Engine, Cummins X10, 450 hp, 1650 lb-ft, W/OBD, EPA 2027,	NFPA	1.00	0.00	0.00
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX,	NFPA	1.20	0.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

11/30/2023

Bid #: 1020

Desc: Enforcer 152" Type 1 Engine

Customer: Rocklin Fire Department

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:

Sales Rep: Bauer, Jon

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0898696	Compt, Transverse Crew Cab, Dbl Pan, 70" SFR/Enf	NFPA	0.65	0.65	0.00
0764491	Alternator, 420 amp, Leece-Neville BLP4003	S	0.00	0.00	0.00
		Load Totals:	**98.97**	**453.78**	**371.11**

Note: Minimum Continous Load is in "Blocking Right of Way" mode.(Reference current edition of NFPA 1901)
Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)
Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 231.00

Minimum Continuous Load	
Supply:	231.00
Demand:	98.97
Variance:	132.03

Alternator Output at Governed Speed: 342.00

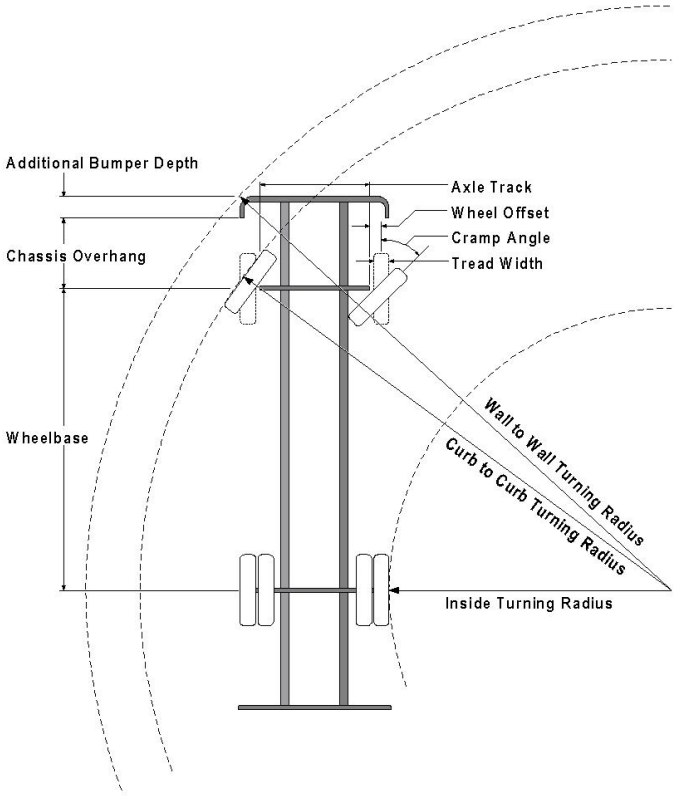
Total Connected Load	
Supply:	342.00
Demand:	274.08
Variance:	67.92

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Turning Performance Analysis

11/30/2023

Bid Number: 1020
Department: Rocklin Fire Department
Chassis: Enforcer Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen



Parameters:

*Inside Cramp Angle:	45°
Axle Track:	86.17 in.
Wheel Offset:	4.68 in.
Tread Width:	15.9 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	16 in.
Front Overhang:	81.95 in.
Wheelbase:	184.5 in.

Calculated Turning Radii:

Inside Turn:	14 ft. 4 in.
Curb to curb:	28 ft. 4 in.
Wall to wall:	32 ft. 5 in.

Category	Option	Description
Tires, Front	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg
Bumpers	0624298	Bumper, 16" Extended, Saber FR/Enforcer
Wheels, Front	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot
Axle, Front, Custom	0633906	Axle, Front, Oshkosh TAK-4, Non Drive, 18,000 lb, Enforcer

Notes:

*Actual Inside cramp angle may be less than shown.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:	
Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.

Certification Document CD0156
Statement of Compliance to NFPA 1901-2016
Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.





4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

(1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks.*

(2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

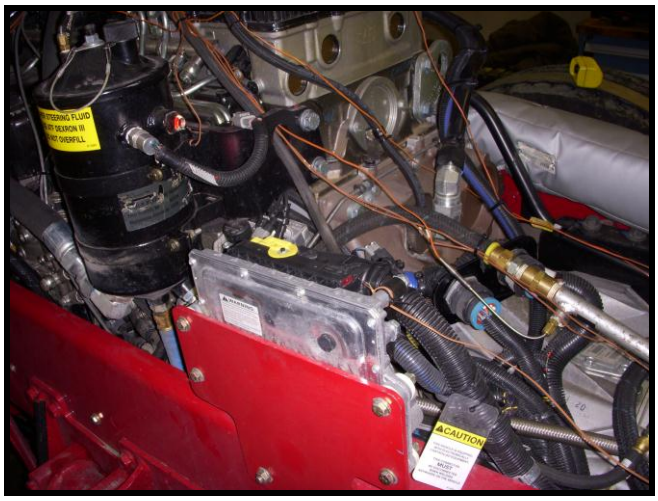
VALIDATION TEST: Multiple Tests

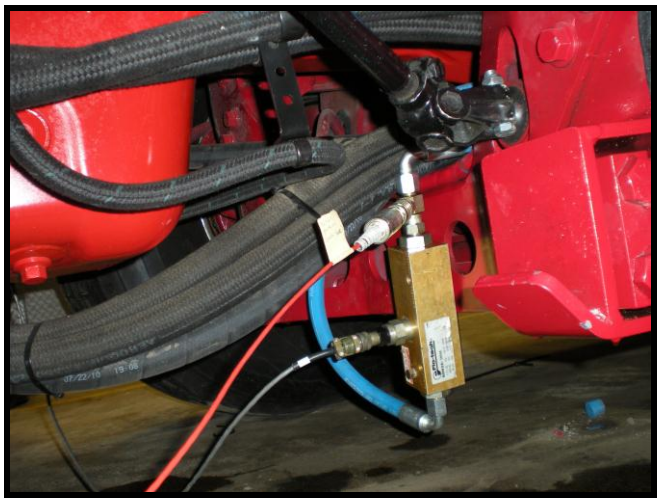
Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017

Certification Document CD0098
Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.





VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

David W. Archer
Director of Engineering
June 03, 2011

PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY

Certification Document CD0189
Saber® FR - Enforcer™
Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,320 lb. moving barrier was impacted into the top corner with sufficient speed to impact the top corner of the cab with 13,000 ft-lbs. of energy. This satisfies SAE J2422 requirements.



Frontal Impact: The test cab was struck by the 14,320 lb. moving barrier at a speed sufficient to impart the required 65,098 ft-lbs. of energy. Twice the energy required per SAE J2420.



Roof Crush: This test cab was then subjected to a roof crush force of 110,000 lbs. This value exceeds the ECE 29 criteria, which must be equivalent to the front axle rating. This is 4.6 times higher than max. front axle rating.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and certified by:

Pierce Manufacturing, Inc.



David W Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0137
Saber®FR – Enforcer™
Cab Doors

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g's.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.



David Archer
November 18, 2014

Certification Document CD0132
Saber®FR – Enforcer™
Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Saber® FR –Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR –Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462



Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

Certification Document CD0133
Saber® FR – Enforcer™
Window Regulators

Pierce Manufacturing certifies the integrity of the Saber ®FR – Enforcer™ window regulators.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD2425



Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

Certification Document CD0134
Saber® FR – Enforcer™
Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

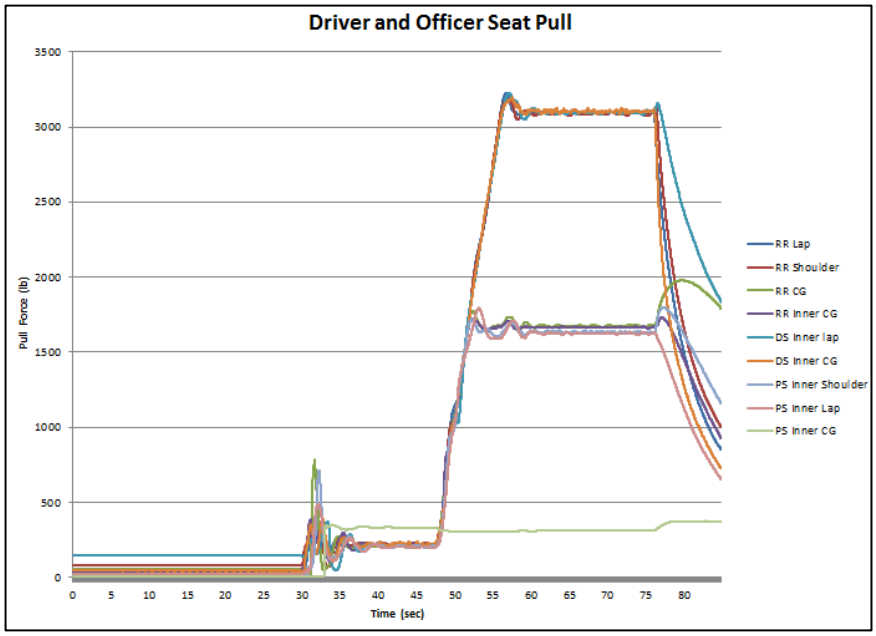
This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering



PIERCE MANUFACTURING INC.®

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Certification Document CD0167
Saber® FR - Enforcer™
Air Conditioning & Defrost

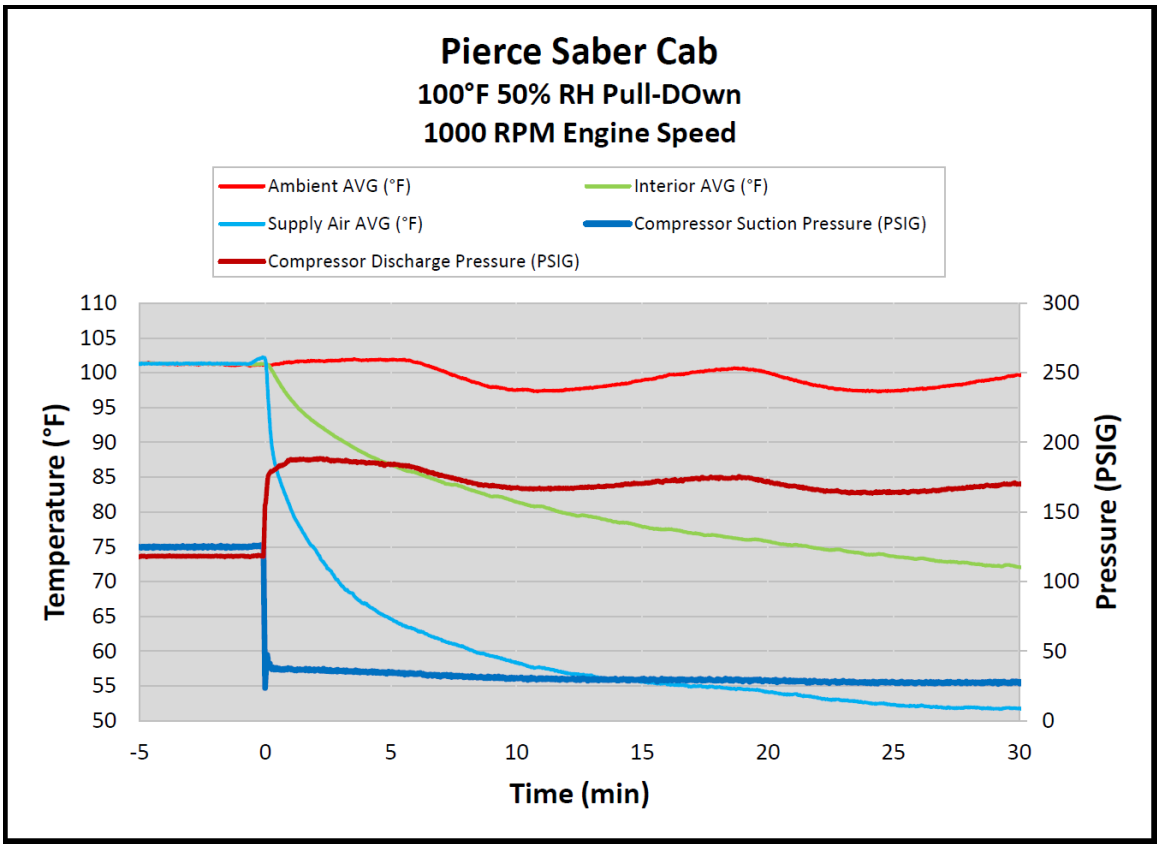
Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:
Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David W. Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

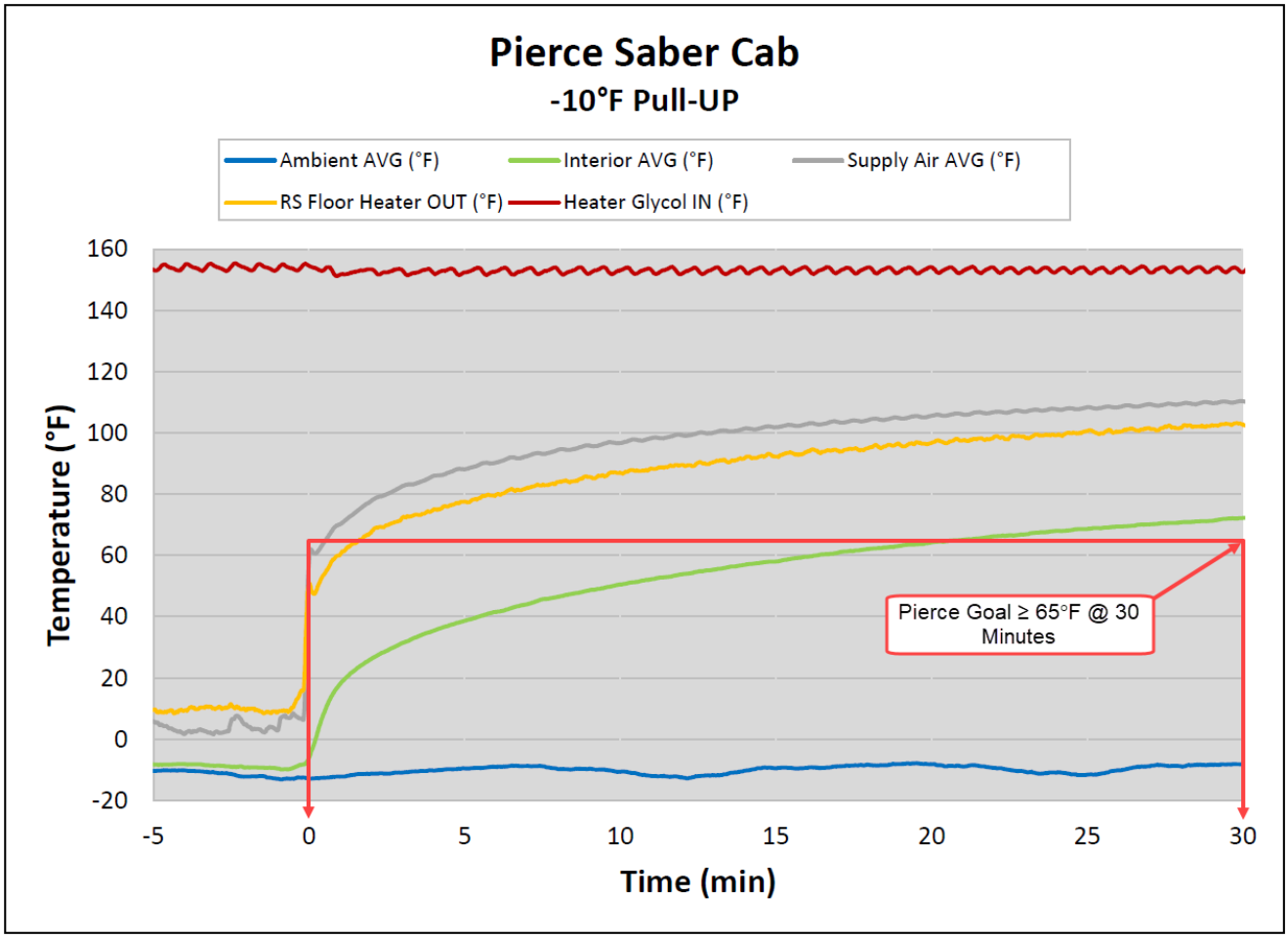
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0174
Saber® FR – Enforcer™
Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3º F from -10º F to 72.3º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0175
Saber® FR - Enforcer™
Air Conditioning & Defrost

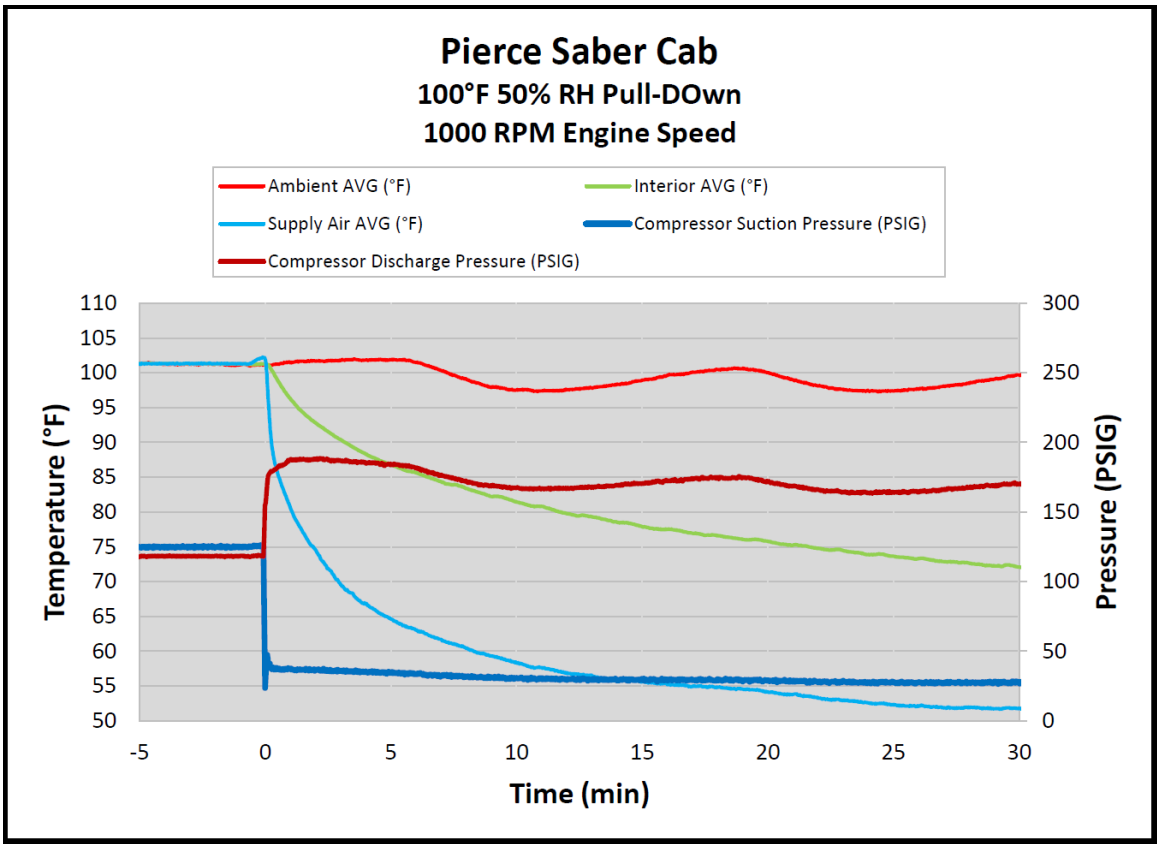
Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:
Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David W. Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

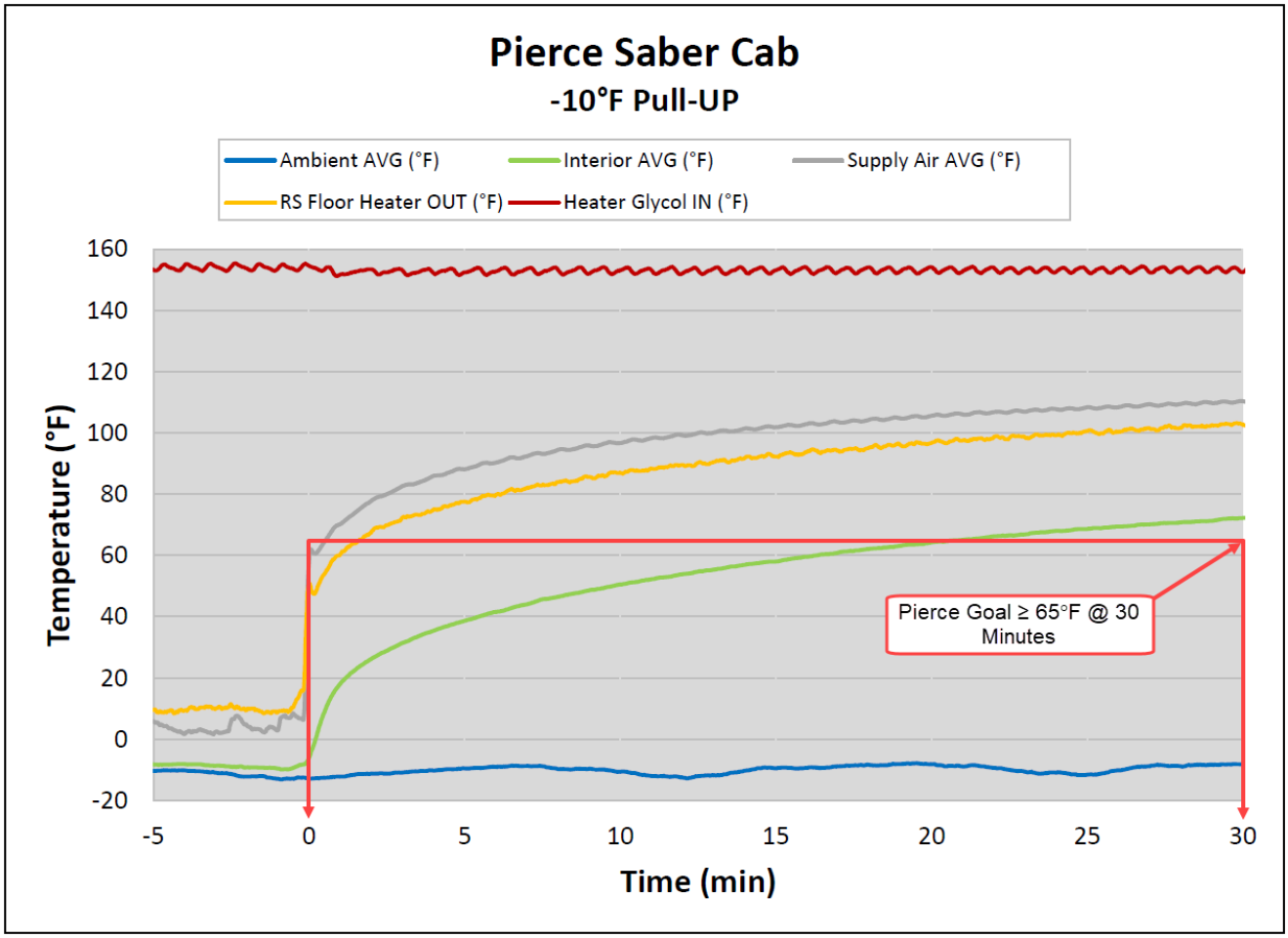
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0165
Saber® FR – Enforcer™
Cab Heater

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3º F from -10º F to 72.3º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

4 PRODUCT WARRANTIES

Exhibit "C"

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

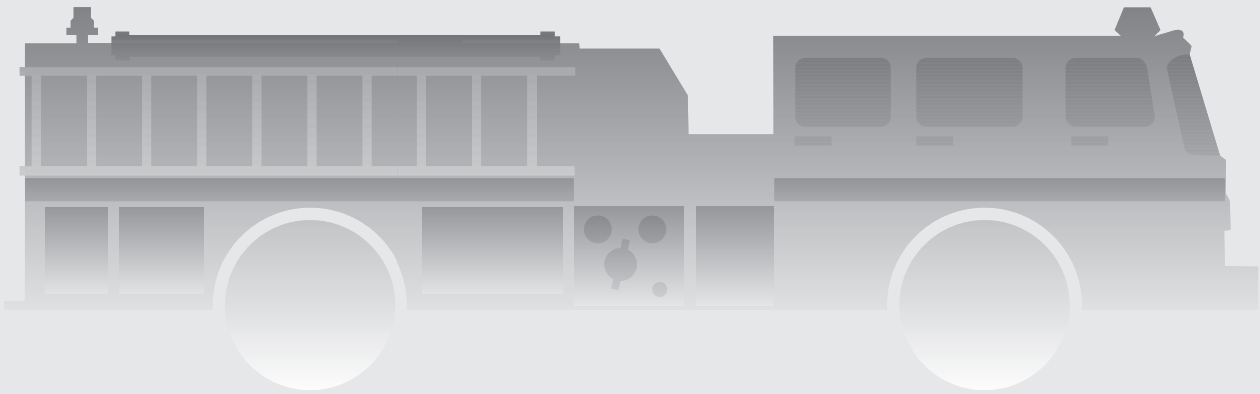
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



1463

Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Cummins Inc.
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Columbus, IN 47202-3005
U.S.A.

Bulletin 3381161
Printed in U.S.A. Rev. 08/09
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R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of $85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

_____
Authorized Signature

_____
Title

PIERCE MANUFACTURING INC.

_____
Authorized Signature

_____
Title

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0013

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years -or- 30,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES

MERITOR®



1474

WARRANTY INFORMATION CONTENTS

Effective Model Year 2020 Vehicles

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P[1,2]	MT-34-14X/P	MT-40-943
RT-46-160/P[1,2]	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P[1,2]	MT-40-14X/P	RZ-166[2]
RT-50-160/P[1,2]	MT-40-14X/P	RZ-188

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty[3]	5/500/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

[3] Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946[1]	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162[1]	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165[1]	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185[1]
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5/P&L
AxlePak7[5]	7/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus*
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

*Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
RT-58-160
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]
RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240
MGX-279
MGX-279D
MGX-280
MGX-285
MGX-292
MGX-314
MGX-376
MGX-377
MGX-378
MGX-380
MGX-384
MGX-402
MGX-413
MGX-448
MGX-456
MGX-478
MGX-480
MGX-487
MGX-488
MGX-505
MGX-506
MGX-514
MGX-519
MGX-520
MGX-522
MGX-524
MGX-527
MGX-528
MGX-533
MGX-534
MGX-536
MGX-537
MGX-541
MGX-545
MGX-546
MGX-550

Transfer Cases – 1/Unl/P

MTC-4213
MTC-4210
MTC-4208
MTC-4206-FV (TC-38)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (529 & 548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 & TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3205-GV (MTC-25/247)
MTC-3205-GV (MTC-25/350)
MTC-3205-GV (RTC-25/350)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (RTC-60/420)
MTC-3209-GV (RTC-60/380)
MTC-3209-GV (MTC-60/420)
MTC-3209-GV (MTC-60/380)
MTC-3212-CV (315 & 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-2212-CV (306)

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185[1]
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185[1]
MT-44-14X/P	RT-50-160/P	MT-70-380

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946	MFS-12-155
FH-941[1]	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	79163	RS-21-160
RC-23-161	RC-23-162[1]	
71163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL	MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-Z0 FAMILY

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Heavy Vehicle Systems, LLC warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not branded by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

MERITOR

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Litho in USA, SP-95155
Revised 1-19 (47865/11900)

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	**Mileage (in thousands) Unl=Unlimited**	**P=Parts Only P&L=Parts & Labor**
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY "ELECTRONICS"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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WABCO

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0055

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

54 Months Material and Workmanship
Camera System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

1/11/2011 WA0188

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued o **1504**

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;

(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(b) the repair of such product or part, or

(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

F-2891 (04/15/20)
1507

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship Foam System & Five (5) Year Material and Workmanship Control Head

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Limited warranty 1 year parts and labor for for the foam system and 5 years parts and labor for the control head.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**One (1) Year & Five (5) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0057

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

5 DEALER SUPPLIED PRODUCTS AND/OR SERVICES

Exhibit "D"

DEALER SUPPLIED EQUIPMENT and/or SERVICES

The following items and/or services will be provided by Golden State Fire Apparatus Inc. (GSFA) prior to final delivery:

LICENSED MANUFACTURER

The State of California Vehicle Code, section 11701 requires "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number". The manufacturer has a current license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

LICENSED DEALERSHIP

The State of California Vehicle Code, section 11701 requires a "dealer in vehicles of a type subject to registration, shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number". Golden State Fire Apparatus, Inc. has a current license at time of bid as outlined above and is available upon request. Temporary licenses are not acceptable.

LICENSED SALES REPRESENTATIVE

The State of California Vehicle Code, section 11800 requires that it shall be "unlawful for any person to function as a vehicle salesperson without having first procured a license issued by the Department of Motor Vehicles (DMV)". The representative has a current vehicle salespersons license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

VEHICLE REGISTRATION

The State of California Vehicle Code section 11739 requires that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Golden State Fire Apparatus, Inc. is a factory-authorized dealer of the vehicle being sold and is authorized to register with the State of California as a new vehicle manufacturer.

GSFA will make all necessary applications and complete all transfer papers, including applying for California Exempt "E" license plates.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA will provide weekly photographs of the apparatus or the major components as they are being constructed. The photographs will commence at the start of the manufacturing process and will continue through production by the manufacturer. The reports will show the progress of the apparatus through the course of each week. Special attention will be given to show the unique features and aspects of the apparatus as construction progresses.

PRE-CONSTRUCTION, FACTORY TRIP

A pre-construction trip to the manufacturing facility will be provided for five (5) Customer representative(s). The intent of this trip is to review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip will have a duration of four (4) days and three (3) nights and be scheduled at times mutually agreed upon between Golden State Fire Apparatus (GSFA) and the Customer. Costs for airfare, lodging, meals and ground transportation while at the manufacturers location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco or San Jose.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable

FINAL INSPECTION FACTORY TRIP

A final inspection trip to the manufacturing facility will be provided for five (5) Customer representative(s). The intent of this trip is to ensure that the apparatus is built to specification and to detect any deficiencies that require correction. The final inspection trip will have a duration of four (4) days and three (3) nights and be scheduled at times mutually agreed upon between the Golden State Fire Apparatus Sales Consultant and the Customer. Costs for airfare, lodging, meals and ground transportation while at the manufacturer's location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco or San Jose. Cost of transportation to and from the airport shall be the responsibility of the purchaser.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will, at their expense, deliver the apparatus (including any applicable equipment, spare parts, and supplies) to their Northern California facility in Sacramento for a dealer preparation inspection.

To ensure proper break in of all components while still under warranty, the apparatus shall be delivered under its own power - rail or truck freight shall not be acceptable.

PRE-DELIVERY SERVICE

After transportation from the factory and prior to delivery, the apparatus will receive a pre-delivery service to confirm proper operation and correction of any issues found as a result of said inspection. The Golden State Fire Apparatus, Inc. pre-delivery service consists of the following:

- Engine Compartment and Undercarriage – Check for any broken mounting brackets and inspect for correct capacities of the following (if applicable): engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.

- Interior – Operate all doors, windows, and locks for proper adjustment. Check upholstery.

- Exterior – Repair reasonable paint scratches or chips. Tighten any loose hardware and inspect tires and wheels for proper pressure and lug torquing.

- Road Test – With the water tank (if applicable) full, the apparatus will be driven approximately twenty miles which allows the drive train components to get up to operating temperature. Road test will be on both city and highway roads. A DOT compliant brake test will be conducted to ensure the system is holding air. The brake condition and wheel seals will also be inspected.

- Electrical - Operate all lights, sirens, and other electrical accessories to verify operation.

- Pump - If applicable, vacuum test the pump to hold for 15 minutes. After vacuum test, operate the relief valve, transfer valve and check pump shift. Check water tank for leaks and inspect water level gauge for calibration. With discharge caps loose, rapid test all individual gauges and main gauges for calibration. Lubricate valve rods.

- Foam System – If applicable, tighten caps and connect foam lines. Test selector, valves, metering valve and operation of foam system (including flush).

- Fuel Tank - Fuel tank will be filled at the dealership location prior to final delivery.
- DEF Tank - DEF tank will be filled at the dealership location prior to final delivery.
- Wash - The apparatus will be thoroughly washed at the dealership location prior to final delivery.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will, at their expense, deliver the Product (including any applicable equipment, spare parts, and supplies) to the Customer specified address once completed. Prior to delivery of the Product, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA will not release the Product to the Customer until such proof of insurance is provided.

It is the responsibility of the Customer to have any outstanding balance due, paid in full to GSFA, prior to or at the time that the Product is complete and ready to deliver. If payment is late or delivery is delayed pending payment, a daily finance charge of $150.00 and a daily storage fee of $50.00 may apply until such payment is received.

Due to insurance liability, the Product will not be delivered without full acceptance and full payment (or prior written agreement between the Customer and GSFA).

END OF EXHIBIT "D"

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Recognized Obligation Payment Schedule (ROPS) FY 2024/25

Date: December 12, 2023

Submitted By: Angela Doyle, Senior Accountant
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the City of Rocklin's Successor Agency Recognized Obligation Payment Schedule for the Period of July 1, 2024 - June 30, 2025.

Background:
Pursuant to Assembly Bills 1X26 and 1484 (Bills), all redevelopment agencies in the State of California were dissolved on February 1, 2012. The Bills authorized certain local agencies, such as a city or county, to become the Successor Agency. On January 1, 2012, the City Council elected to become the Successor Agency for the former Rocklin Redevelopment Agency. The Successor Agency is responsible for winding down the affairs of the former redevelopment agency, which includes making payments due for enforceable obligations, disposition of the assets of the former redevelopment agency. The three-acre parcel of the former Big Gun Quarry is the last remaining property owned by the former Rocklin Redevelopment Agency. Staff is currently working on the disposition of the property.

Health and Safety Code (HSC) Section 34177(I)(1) requires Successor Agencies to prepare a Recognized Obligation Payment Schedule (ROPS) before the period to include the nature, amount, and source(s) of payment of all enforceable obligations of the dissolved Rocklin Redevelopment Agency.

On September 22, 2015, Senate Bill 107 was passed which amended HSC section 34177(o)(1) to require agencies to submit an Oversight Board approved annual ROPS to the California Department of Finance and the County Auditor Controller by February 1, 2016 and each February 1 thereafter.

The City of Rocklin Successor Agency will submit the ROPS 2024/25 to the Placer County Consolidated Oversight Board for approval on January 25, 2024. Approval of the ROPS by the County Oversight Board is required before submission to the Department of Finance by February 1, 2024.

The ROPS for July 1, 2024 through June 30, 2025 requests a total of $1,612,950 to pay current obligations of: Tax Allocation Bond Debt Service, audit fees, bank fees, property maintenance and administrative costs. The City has other funds on hand of $ 2,608 from interest earned, that must be used towards these obligations. The remaining $1,610,342 is requested from Redevelopment Property Tax Trust Fund (RPTTF) moneys.

The Current Period Enforceable Obligations for ROPS 2023/24 was $1,611,575. The increase to $1,612,950 for ROPS 2024/25 is due to payments required by the Bond debt service payment schedule. Administrative obligations have remained at $70,000 on both prior ROPS 2023/24 and current ROPS 2024/25 due to the continued efforts by City Staff and outside consultants to sell the last remaining property owned by the Successor Agency. Administration also consists of staff costs for salary and benefits for employees that perform services directly for the Successor Agency. These services include accounting and audit functions, management of the long range property management plan, debt management, report preparation including the ROPS, budget, disclosures, correspondence, public information, contract preparation, review, legislative analysis, legal services, Oversight Board meeting preparation, meeting attendance, and document management. Once the last property owned by the Rocklin Redevelopment Agency is sold, staff costs will be reduced.

Work performed and progress made on the disposition of the property in the last year:

- Appraisal report completed May 2023.
- Final approval received August 2023 that the requirements of Surplus Land Act of the California Department of Housing and Community Development have been met and the Successor Agency is now permitted to proceed with the sale of the property.
- Contracted with a professional agency to market and manage the sale of the property.
- Sought proposals from qualified real estate brokers.
- Selected and executed an Exclusive Sale Listing Agreement Capital Rivers Commercial, developed marketing materials, listing went live August 2023.
- Received a Letter of Intent from Developer expressing an interest in purchasing the property.
- Meetings with the developer team and staff to negotiate and refine the terms including shared parking needs for proposed development.
- City of Rocklin acting as Successor Agency approval of the Letter of Intent with the intention of continuing negotiations.

Work that will be needed in order to close the sale of the property in the fiscal year 2024/25:

- Meetings for negotiations on the final sale terms and develop the purchase and sale agreement that will govern the sales transaction.
- An agreement in place by the City with the developer for a shared public parking arrangement.
- Obtain an environmental site assessment and negotiate a cost-sharing agreement for any significant remediation efforts required.
- Assist buyer in its due diligence by providing requested documentation.
- Work with the broker to close escrow.

Fiscal Impact:

There is no direct fiscal impact to the City's General Fund from accepting ROPS 2024/25.

The ROPS for July 1, 2024 through June 30, 2025 is requesting a total of $1,612,950, which include Administrative Costs of $70,000. Funding is requested as follows: $1,610,342 from

RPTTF and $2,608 from Other Funds on hand at the City.

As authorized pursuant to Health and Safety Code Section 34183(a)(3), the proposed source of payment for the administrative cost allowance is the RPTTF established and maintained by the County Auditor-Controller pursuant to Health and Safety Code Section 34170.5(b).

ATTACHMENTS:

1. Successor Agency Resolution
2. SA Resolution- Exhibit A- ROPS 2024-25

RESOLUTION NO. 2023-XX SA

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE FORMER ROCKLIN REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR FISCAL YEAR 2024-2025, AND AUTHORIZING SUCCESSOR AGENCY STAFF TO SUBMIT THE ROPS TO THE PLACER COUNTY OVERSIGHT BOARD.

WHEREAS, the Successor Agency for the former Rocklin Redevelopment Agency ("Successor Agency") is responsible for the winding up of the affairs of the former Redevelopment Agency and the disposition of real property pursuant to the Rocklin Long Range Management Plan approved by the California Department of Finance on March 13, 2014; and

WHEREAS, California Health and Safety Code section 34177 requires successor agencies to annually prepare a Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, Successor Agency staff have drafted the Successor Agency's ROPS for fiscal year 2024-25, inclusive of the time period of July 1, 2024 through June 30, 2025; and

WHEREAS, the ROPS must be submitted to the Placer County Oversight Board for their approval, pursuant to California Health and Safety Code section 34177.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency for the former Rocklin Redevelopment Agency as follows:

Section 1. The Successor Agency's Recognized Payment Obligation Schedule for fiscal year 2023-2024, as set forth in Exhibit "A," attached hereto and incorporated herewith by reference, is approved. Successor Agency staff are authorized to submit the Recognized Payment Obligation Schedule attached hereto as Exhibit "A," to the Placer County Oversight Board for their review and approval.

PASSED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

_____
, Mayor/Chair

ATTEST:

_____
Haley Reid, City Clerk

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Rocklin

County: Placer

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ 2,608**	**$ 2,608**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	2,608	2,608
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 1,232,363**	**$ 377,979**	**$ 1,610,342**
F RPTTF	1,197,363	342,979	1,540,342
G Administrative RPTTF	35,000	35,000	70,000
H Current Period Enforceable Obligations (A+E)	**$ 1,232,363**	**$ 380,587**	**$ 1,612,950**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Rocklin
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 24-25 Total**	**ROPS 24-25A (Jul - Dec)**					**24-25A Total**	**ROPS 24-25B (Jan - Jun)**					**24-25B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$20,991,013		$1,612,950	$-	$-	$-	$1,197,363	$35,000	$1,232,363	$-	$-	$2,608	$342,979	$35,000	$380,587
13	Audit fee (continued operations)	Fees	02/08/ 2011	12/31/2037	Chavan & Associates, LLP	Audit and financial statements - Bonds		53,100	N	$2,500	-	-	-	2,500	-	$2,500	-	-	-	-	-	$-
14	Arbitrage (continued operations)	Fees	03/28/ 2006	09/30/2037	Willdan	Arbitrage calculations - Bonds		18,750	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
15	Bank fees (continued operations)	Fees	01/01/ 2014	12/31/2037	US Bank	Cash with Fiscal Agent - Bonds (1/ 08/02 - 6/28/ 05 - 2/13/07)		70,000	N	$5,000	-	-	-	-	-	$-	-	-	2,608	2,392	-	$5,000
16	Property Maint (continued operations)	Property Maintenance	01/01/ 2014	06/30/2024	City of Rocklin	Property Maintenance Costs	Original	1,600	N	$1,600	-	-	-	-	-	$-	-	-	-	1,600	-	$1,600
19	Successor Agency Costs (continued operations)	Admin Costs	01/01/ 2014	12/31/2037	City of Rocklin	Support/ Admin for Successor Agency		409,600	N	$70,000	-	-	-	-	35,000	$35,000	-	-	-	-	35,000	$35,000
50	2018 Refunded Tax Allocation Bonds	Bonds Issued After 12/31/10	12/04/ 2018	09/01/2037	US Bank	2018 Refunding of 2002, 2005, 2007 Bonds issued to fund non-housing projects		20,437,963	N	$1,533,850	-	-	-	1,194,863	-	$1,194,863	-	-	-	338,987	-	$338,987

Rocklin
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/21)** RPTTF amount should exclude "A" period distribution amount.		5		741,668	318,503	Other Funds: $15,330 to use 21-22 item 50 & $573,895 for 22-23 item 50 & $152,443 for 23-24 item 50. RPTTF: $290,355 PPA to use on 21-22 ROPS & 23,356 PPA to use on 22-23 ROPS & $4,792 PPA to use on 23-24 ROPS.
2	**Revenue/Income (Actual 06/30/22)** RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller		2		2,608	1,300,340	Other Funds consist of Interest Earnings
3	**Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)**		5		15,330	1,588,595	
4	**Retention of Available Cash Balance (Actual 06/30/22)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				726,338	28,148	Other Funds: $573,895 for 22-23 item 50 & $152,443 for 23-24 item 50. RPTTF: $23,356 PPA to use on 22-23 ROPS & $4,792 PPA to use on 23-24 ROPS.
5	**ROPS 21-22 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			2,100	

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
6	**Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$2**	**$-**	**$2,608**	**$-**	**Other Funds consist of Interest Earnings**

Rocklin
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
13	
14	
15	
16	
19	
50	