ROCKLIN CITY COUNCIL

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

January 9, 2024
AMENDED AGENDA

Notice of Teleconference Meeting Location: Calle Acuario E. Ave de Pescador C214

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

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AUDIO/VISUAL PRESENTATIONS

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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

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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 up 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.

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1. Dial (669) 900-6833
2. When asked for the meeting ID, enter 834 1377 2062#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 710248#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to "Raise your hand". The Clerk will unmute you when it is your turn to speak.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

2. CONSENT CALENDAR

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

2A. Minutes of the December 12, 2023 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the December 12, 2023 Regular Meeting of the City Council.

2B. Appointments to Regional Boards and Committees for Calendar Year 2024
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Updating Appointments to the Various Joint Power Agencies, Placer County Committees, Regional Boards, and the City's Architectural Review Committee.

2C. Appointments to Various Subcommittees, Committees, and Work Groups
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Establishing Councilmember Appointments to Various Subcommittees, Committees, and Work Groups.

2D. Greater Sacramento Economic Council Market Visit to Germany
Recommendation: Authorize Travel Expenditure for Vice Mayor Jill Gayaldo to Participate in the Greater Sacramento Economic Council Market Visit to Germany.

2E. 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 Bureau Veritas 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 Coastland Civil Engineering, LLP 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 Construction Testing Services, 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 Geocon Consultants, 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 Jacobs Engineering Group, 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 Psomas 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 SNG & Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
H. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Ubora Engineering & Planning, Inc. and Authorizing the City Manager to Execute the Agreement.
I. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Youngdahl Consulting Group, Inc. and Authorizing the City Manager to Execute the Agreement.

2F. Rocklin Road and Interstate 80 Interchange Project - Amendment No. 2 to Contract with Jacobs Engineering Group, Inc.

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Amending a Professional Services Contract for Engineering Design Services for the Rocklin Road and Interstate 80 Interchange Project with Jacobs Engineering Group, Inc. and Authorizing the City Manager to Execute Amendment No. 2.

2G. Quarry Park Amphitheater Production Management Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Agreement with Ineffable Music Group, Inc., for Production Management at Quarry Park Amphitheater.

3. SPECIAL PRESENTATIONS

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

3A. Build Up Rocklin Update

3B. Heroes 4 Hearts

4. PUBLIC HEARINGS

Public hearings may be reordered by the Mayor with the consent of the legislative body(ies).

4A. Highlands Parcel A Development Agreement, DA2023-0001 / Vista Oaks Development Agreement, DA2023-0002
Recommendation:
A. Conduct a Public Hearing to Consider Testimony.
B. Introduce, Waive the Full Reading and Read by Title Only an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Elliott Homes, Inc., Relative to the Highlands Parcel A Subdivision (Highlands Parcel A Development Agreement / DA2023-0001).
C. Introduce, Waive the Full Reading and Read by Title Only an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as Tenants In Common and Landowners Relative to the Vista Oaks Subdivision (Vista Oaks Development Agreement – DA2023-0002).

4B. 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 a future City Council meeting.

5. DISCUSSION ITEMS

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

5A. City Attorney Appointment and Employment Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Appointing the City Attorney and Authorizing the Mayor to Execute an Employment Agreement with the City Attorney.

6. FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the December 12, 2023 Regular Meeting of the City Council

Date: January 9, 2024

Submitted By: Haley Reid, Acting City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the December 12, 2023 Regular Meeting of the City Council.

ATTACHMENTS:
DRAFT Meeting Minutes - December 12, 2023

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

December 12, 2023
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 6:00 p.m.

PLEDGE OF ALLEGIANCE

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

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

Public comment from Jerry, representing Nor Cal Carpenter's Union, asked the City Council to reconsider bid/low bid requirements.

Public comment from Eli, a Northern Cal Carpenter Union member, asked to include language requiring area standard wages in bid documents.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

City Council Reports

Councilmember Halldin reported attendance at the Western Placer Waste Management Authority (WPWMA) Board meeting last month. He shared his appreciation to the Rocklin Chamber of Commerce for the Annual Tree Lighting. Additionally, he thanked the Chabad of Placer County for its Menorah Lighting ceremony.

Councilmember Gayaldo reported attendance at the Placer County Mosquito & Vector Control board meeting. She reported attendance at the Sacramento Area Council of Governments (SACOG) board meeting. Additionally, she attended a Diwali Celebration in Sacramento, and an event at a Rocklin High School government class as an elected representative and attended the Rocklin High School Career Technical Education pathways program overview, which showcased classes that have dual enrollment with Sierra College. She congratulated the Rocklin High School football team on winning the Northern Section Championship. She also attended the Rocklin Annual Tree Lighting, breakfast with Santa, and the ribbon cutting for Roseville Giving Machine.

Councilmember Bass reported his attendance at the Placer County Flood Control board meeting. He also shared his appreciation to Ken Ghrem on his retirement for many years of service to Placer County.

Mayor Broadway reported attendance at the ribbon cutting for the Giving Machine at Roseville Galleria. He shared that he was appointed as the 2024 Chair to the Placer County Transportation Planning Agency (PCTPA). Additionally, he shared his appreciation to firefighters and Santa for visiting neighborhoods during the Santa Tours and the Rocklin Chamber of Commerce for the Annual Tree Lighting event. Lastly, he attended the Career Technical Education showcase at Rocklin High School with Councilmember Gayaldo.

City Manager Report

City Manager Aly Zimmermann reported city facilities will be closed between December 25 through January 1 for the annual holiday furlough. Police, Fire, and safety will be available as always 24/7 but City facilities City Hall, Corp Yard and Parks building will be closed. She also reported the next regularly scheduled meeting will be January 9, 2024.

2. COUNCIL REORGANIZATION

2A. Nomination and Selection of Mayor

Action: Adopted Resolution 2023-189 of the City Council of the City of Rocklin Appointing a Mayor for the 2023-2024 Term of Office

Motion to nominate Greg Janda as Mayor for the 2023-2024 Term of Office by Councilmember Halldin. Passed by the following vote:

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

PUBLIC COMMENT

Bruce Houdesheldt addressed City Council thanking outgoing Mayor Ken Broadway for building strong regional partnerships over this past year.

2B. Nomination and Selection of Vice Mayor
Action: Adopted Resolution No. 2023-190 of the City Council of the City of Rocklin Appointing a Vice Mayor for the 2023-24 Term of Office

Motion to nominate Jill Gayaldo as Vice Mayor for the 2023-2024 Term of Office by Councilmember Halldin. Passed by the following vote:

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

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

Acting City Clerk Reid gave Mayor Janda and Vice Mayor Gayaldo their oath of office.

2D. Recognition of Outgoing Mayor

Mayor Janda presented Councilmember Broadway with a plaque commemorating his time as 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
Action: Approved 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
Action: Adopted Resolution No. 2023-191 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

Action: Adopted Ordinance No. 2023-1175 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

Action: Adopted Resolution No. 2023-192 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

Action:

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. Adopted Resolution No. 2023-193 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

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

3G. Quarterly Treasurer's Report

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

3H. Section 115 Trust for Pension Investment Strategy

Action: 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

Action: Adopted Resolution No. 2023-194 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

Action: Adopted Resolution No. 2023-195 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

Action:

A. Adopted Resolution No. 2023-196 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. Adopted Resolution No. 2023-197 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. Adopted Resolution No. 2023-198 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. Adopted Resolution No. 2023-199 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. Adopted Resolution No. 2023-200 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. Adopted Resolution No. 2023-201 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. Adopted Resolution No. 2023-202 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

Action:

A. Adopted Resolution No. 2023-203 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. Adopted Resolution No. 2023-204 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. Adopted Resolution No. 2023-205 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 **(Pulled for discussion and separate vote – see below)**

3N. Park Drive Pavement Rehabilitation Project

Action:

A. Adopted Resolution No. 2023-208 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. Adopted Resolution No. 2023-209 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

Action: Adopted Resolution No. 2023-210 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.

Action: Adopted Resolution No. 2023-211 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

Action: Adopted Resolution No. 2023-212 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

Action: Adopted Resolution No. 2023-213 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.

Action: Adopted Resolution No. 2023-214 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
Action: Adopted Resolution No. 2023-215 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
Action: Adopted Resolution No. 2023-216 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
Action:
A. Adopted Resolution No. 2023-217 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. Adopted Resolution No. 2023-218 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
Action: Adopted Resolution No. 2023-219 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
Action: Adopted Resolution No. 2023-220 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 **Action:** Adopted Resolution No. 2023-221 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)
Action: Adopted Resolution No. 2023-222 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).

Motion to approve Consent Calendar item Nos. 3A – 3L and 3N – 3Z by Councilmember Halldin, seconded by Councilmember Broadway. Passed by the following vote:

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

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

3M. Monument Springs Drive Roadway and Bridge Improvements Project
Action:
A. Adopted Resolution No. 2023-206 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. Adopted Resolution No. 2023-207 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.

Motion to approve Consent Calendar item No. 3M by Councilmember Broadway, seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

4. SPECIAL PRESENTATIONS

4A. Certificate of Appreciation for Rocklin Citizens

Presented to Daniel McCrossen and William Sanchez, by Mayor Janda and Police Chief Banks.

4B. Placer County Library Update

Mary George, Placer County Librarian provided an updated on the Placer County Library system and the Rocklin branch library.

5. PUBLIC HEARINGS

5A. West Oaks Apartments / Design Review, DR2022-0010, Tentative Parcel Map, DL2023-0001 and Environmental, ENV2022-0002
Action: Item continued to a future meeting to a date to be determined.

5B. Vacation of a Public Street / Yankee Hill Road Between the Eastbound and Westbound Tracks of Union Pacific Railroad
Action: 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
Action: Adopted Resolution No. 2023-223 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.

Motion to approve Item No. 6A by Councilmember Broadway, seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

6B. Fire Station Architectural and Engineering Services - Award of Contract
Action: Adopted Resolution No. 2023-224 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.

Motion to approve Item No. 6B by Councilmember Broadway, seconded by Councilmember Halldin. Passed by the following vote:

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

6C. Purchase of One Pierce Type I Fire Engine
Action: Adopted Resolution No. 2023-225 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.

Motion to approve Item No. 6C by Councilmember Broadway, seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

7. CITY COUNCIL ACTING AS SUCCESSOR AGENCY

7A. Recognized Obligation Payment Schedule (ROPS) FY 2024/25
Action:
A. Received the City of Rocklin's Successor Agency Recognized Obligation Payment Schedule for the Period of July 1, 2024 - June 30, 2025.

B. Adopted Resolution No. 2023-226 approving City of Rocklin's Successor Agency Recognized Obligation Payment Schedule for the Period of July 1, 2024 - June 30, 2025.

Motion to approve Item No. 7A as amended by Councilmember Broadway, seconded by Councilmember Halldin. Passed by the following vote:

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

8. FUTURE AGENDA ITEMS

Councilmember Broadway asked the City Manager to research the selection of Mayor and Vice Mayor for upcoming year and offer options (i.e. at the end of the meeting vs. the beginning of the meeting).

ADJOURNMENT

Mayor Janda adjourned the meeting at 8:39 p.m.

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Appointments to Regional Boards and Committees for Calendar Year 2024

Date: January 9, 2024

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 Updating Appointments to the Various Joint Power Agencies, Placer County Committees, Regional Boards, and the City's Architectural Review Committee.

ATTACHMENTS:
1. Resolution

RESOLUTION No. 2024-xxx

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

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

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

PASSED AND ADOPTED this 9th day of January, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

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

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

SECTION 2: APPOINTMENTS TO INTERNAL COMMITTEES

NAME	APPOINTEES	
Architectural Review Committee (2 Councilmembers and 2 Planning Commissioners/Staggered Terms)	**2 Year Term (Expires 1/2025)** Councilmember Broadway Planning Commissioner Barron	**2 Year Term (Expires 1/2026)** Councilmember Janda Planning Commissioner Cortez

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Appointments to Various Subcommittees, Committees, and Work Groups

Date: January 9, 2024

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 Establishing Councilmember Appointments to Various Subcommittees, Committees, and Work Groups.

ATTACHMENTS:
1. Resolution

RESOLUTION No. 2024-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ESTABLISHING COUNCILMEMBER APPOINTMENTS TO VARIOUS SUBCOMMITTEES, COMMITTEES, AND WORK GROUPS

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

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

PASSED AND ADOPTED this 9th day of January, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

SECTION 1: APPOINTMENTS TO SUBCOMMITTEES, COMMITTEES, AND WORK GROUPS

NAME	APPOINTEES
Economic Development – Business Retention & Expansion (BRE) Program Task Force	Halldin Broadway
Energy Alternative Committee	Halldin Bass
Rocklin Unified School District	Gayaldo Bass
Sierra College	Halldin Broadway
South Placer Municipal Utility District (SPMUD)	Halldin Broadway
Lincoln/Roseville/Rocklin	Janda (Mayor) Gayaldo (Vice Mayor)
Town of Loomis/Rocklin	Gayaldo Bass
Placer County Homelessness Advisory Committee	Halldin Gayaldo

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Greater Sacramento Economic Council Market Visit to Germany

Date: January 9, 2024

Submitted By: Haley Reid, Management Analyst

Department: City Manager's Office

Recommendation:
Authorize Travel Expenditure for Vice Mayor Jill Gayaldo to Participate in the Greater Sacramento Economic Council Market Visit to Germany.

Background:
The Greater Sacramento Economic Council (GSEC) is hosting a market visit to Germany February 3 - 10, 2024. This trip will visit with Lufthansa, Bosch, Siemens, and SMA Solar. SMA Solar's United States headquarters is in Rocklin.

The visit is focused on business development opportunities with the Semi-Conductor, Technology, and Clean Energy Industry sectors. Participation in the trip aligns with the Rocklin Economic Development Strategy, which includes focus on business attraction and retention.

The City's Economic Development Strategy emphasizes efforts to attract and retain growing industry sectors in Clean Energy, Technology, and Life Sciences, which are key industry's highlighted in the market visit. Assistant City Manager Sherri Conway, who leads the City's Economic Development efforts, will be attending.

Vice Mayor Jill Gayaldo has expressed interest in participating in the trip. Per City of Rocklin Resolution No. 2017-181,(Attachment 1) international travel for City of Rocklin legislative members must receive pre-approval from the City Council.

Fiscal Impact:
The cost to participate in the trip is $4,500 per attendee, which includes all travel, lodging, and GSEC hosted dinners and events. Although not specifically accounted for in the Fiscal Year 2023/24 Operating Budget for City Council travel/training, the approved budget includes a $5,000 line item for participating in the 2024 Cap-to-Cap event that can be reallocated.

ATTACHMENTS:
1. Resolution No. 2017-181

RESOLUTION NO. 2017-181

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ESTABLISHING THE CITY OFFICIAL EXPENSE AND REIMBURSEMENT POLICY
TO SUPPLEMENT RESOLUTION NO. 2014-190 (TRAVEL POLICY)

WHEREAS, Government code section 53232.2 (AB 1234), effective January 1, 2006, requires that a city council must adopt a written expense and reimbursement policy, in a public meeting, specifying the types of occurrences that qualify for reimbursement of expenses incurred by a local agency's legislative body in the performance of official duties, among other requirements; and

WHEREAS, the City Council previously passed Resolution No. 2014-190 establishing a Travel Policy for City Officials and employees, which does not address all of the requirements of Government Code section 53232.2; and

WHEREAS, the City Council wishes to adopt a supplemental policy to the existing Travel Policy, which is applicable to all City Council members, and members of City Boards and Commissions;

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

Section 1. The City Council of the City of Rocklin hereby approves the City Official Expense and Reimbursement Policy in the form attached hereto as Exhibit A, and by this reference incorporated herein.

PASSED AND ADOPTED this 8th day of August, 2017, by the following vote:

AYES:	Councilmembers:	Broadway, Janda, Gayaldo, Patterson, Yuill
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT A

ROCKLIN
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CITY OF ROCKLIN
CITY OFFICIAL EXPENSE AND REIMBURSEMENT POLICY
August 8, 2017

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1. PURPOSE:

The City is authorized to pay actual and necessary expenses of the members of a legislative body (as defined in Government Code Section 54952) related to travel, meals, and lodging provided those expenses are incurred in the performance of their official duties. The purpose of this policy is to define the types of occurrences that qualify a member of a legislative body for reimbursement. In addition, this policy specifies the reasonable reimbursement rates for city officials.

This policy also applies to any charges made to a City purchasing card, cash advances or other line of credit by or on behalf of a city official.

This policy is not intended to and does not govern the allocation of any particular expense to any City department budget or other budget line item.

2. PERSONS COVERED BY THIS POLICY/APPROVING AUTHORITY:

This policy applies to elected City Council members and members of City boards, commissions and committees ("city officials") with respect to any request or proposal to expend or be reimbursed from City funds for costs incurred on official City business.

3. TYPES OF EXPENSES SUBJECT TO REIMBURSEMENT:

a. **Authorized Expenses.** City funds must be used only for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

   i. Communicating and/or meeting with representatives of regional, state and national government on City adopted policy positions;

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ii. Attending educational seminars designed to improve officials' skill and information levels;
iii. Participating in regional, state and national organizations whose activities affect the City's interests;
iv. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
v. Attending regional, state or City events, or attending community events when representing the City;
vi. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member;
vii. Meals when included or required in connection with attendance as a City representative at authorized meetings, seminars, conferences, City-sponsored events or community events; and
viii. Participating in managing emergency incidents and maintaining emergency preparedness.

b. **Expenses Requiring Pre-Approval.** Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

All expenditures of a type other than those described as "Authorized Expenses," above; require prior approval by the City Council. The following expenses also require prior approval by the City Council:

i. International travel expenses; and
ii. Expenses that exceed the annual budgetary limits established for each council member or department.

Such prior approval must be given at a public meeting of the City Council.

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c. **Unauthorized Expenses.**

Personal expenses. Personal expenses will not be borne or reimbursed by the City. Examples of personal expenses that the City will not reimburse and for which public funds shall not be used include, but are not limited to:

i. The personal portion of any trip;
ii. Political or charitable contributions;
iii. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
iv. Entertainment expenses, including tours, theater, movies (either in-room or at the theater), sporting events (including gym, spa and/or golf related expenses), or other cultural events;
v. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
vi. Personal losses incurred while on City business;
vii. Laundry or dry cleaning services; and/or
viii. Alcoholic beverages

Meals for Third Parties. As a general rule, public funds may not be expended to purchase meals for third parties, such as constituents, legislators and private business owners. Exceptions to this rule may be approved by the City Council for meals associated with a City sponsored event, or official City business.

d. **Receipts Required.** With regard to Sections 3(a) and 3(b) above, all expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g., hotel, restaurant), date of service and actual amount charged. If the original receipt is unavailable for good cause, the city official may submit a photocopy or digital photograph of the receipt. In accordance with IRS rules, it is expected that city officials will submit reimbursement claims (with receipts), and will return any excess reimbursement after the expenses were paid or incurred. Per Diem allowances shall not be paid to city officials.

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4. **COST CONTROL:**

To conserve City resources and keep expenses within community standards for public officials, expenditures should adhere to the guidelines set forth in the City's current Travel Policy. To the extent there are conflicts between this policy and the City's Travel Policy, this policy shall govern.

5. **PURCHASING CARD USE POLICY:**

City officials with City purchasing cards may use those cards only for official City business consistent with this expense and reimbursement policy and the City's current administrative policies and procedures for the use and control of city-issued purchase cards.

6. **EXPENSE REPORT CONTENT AND SUBMISSION DEADLINE:**

All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the City, consistent with the City's current Travel Policy.

Expense reports must document that the expense in question meets the requirements of this policy. All expenses are subject to verification that they comply with this policy. Expense reports are public records subject to disclosure.

Expense reports must be submitted within ten (10) days of an expense being incurred. All expenses, including per diem used, must be documented with receipts. Inability to provide such documentation in a timely fashion may result in the expense being borne by the individual who incurred the expense.

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7. **Reports to City Council:**

Each City Council member or Commission/Committee member shall briefly report (verbally or in writing) on any meetings or events attended at City expense; such report shall be provided at the next regular City Council or Commission/Committee meeting following the event or meeting attended. If multiple officials attended, a joint report may be made.

8. **Compliance with Laws:**

All city expenditures are public records subject to disclosure under the Public Records Act.

9. **Violation of this Policy:**

Pursuant to Government Code Section 53232.4, the use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

a. Loss of reimbursement privileges;
b. A demand for restitution to the City;
c. Civil penalties of up to $1,000 per day and three (3) times the value of the resources used; and/or
d. Prosecution for misuse of public resources.

In addition, the City may report the expenses as income to the individual who incurred the expense to the state and federal tax authorities.

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City Council Staff Report

Subject: On-Call Professional Engineering Services Contracts

Date: January 9, 2024

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 Bureau Veritas 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 Coastland Civil Engineering, LLP 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 Construction Testing Services, 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 Geocon Consultants, 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 Jacobs Engineering Group, 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 Psomas 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 SNG & Associates, Inc. and Authorizing the City Manager to Execute the Agreement.
H. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Ubora Engineering & Planning, Inc. and Authorizing the City Manager to Execute the Agreement.
I. Adopt a Resolution of the City Council of the City of Rocklin Awarding an On-Call Professional Services Contract for Engineering Services to Youngdahl Consulting Group, Inc. 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 nine contracts covering the disciplines of land development services, geotechnical engineering, and project management. Currently known projects or tasks that require these disciplines include the following: plan checking services to support private land development, materials testing services for work in construction, and project management support to augment staff resources in managing other consultant teams.

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 or project budgets.

ATTACHMENTS:

1. Resolution A - Bureau Veritas North America, Inc.
2. Resolution A Exhibit A - Bureau Veritas North America, Inc. Contract
3. Resolution B - Coastland Civil Engineering, LLP
4. Resolution B Exhibit A - Coastland Civil Engineering, LLP Contract
5. Resolution C - Construction Testing Services, Inc.
6. Resolution C Exhibit A - Construction Testing Services, Inc. Contract
7. Resolution C Exhibit A Attachment 1 - Construction Testing Services, Inc. Schedule of Fees
8. Resolution D - Geocon Consultants, Inc.
9. Resolution D Exhibit A - Geocon Consultants, Inc. Contract
10. Resolution E - Jacobs Engineering Group, Inc.
11. Resolution E Exhibit A - Jacobs Engineering Group, Inc. Contract
12. Resolution F - PSOMAS
13. Resolution F Exhibit A - PSOMAS Contract
14. Resolution G - SNG & Associates, Inc.
15. Resolution G Exhibit A - SNG & Associates, Inc. Contract
16. Resolution H - Ubora Engineering & Planning, Inc.
17. Resolution H Exhibit A - Ubora Engineering & Planning, Inc. Contract
18. Resolution I - Youngdahl Consulting Group, Inc.
19. Resolution I Exhibit A - Youngdahl Consulting Group, Inc. Contract

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO BUREAU VERITAS 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 Bureau Veritas 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 Bureau Veritas 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Bureau Veritas 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

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:
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento, CA 95834

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.

BUREAU VERITAS 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.

CITY OF ROCKLIN COST FEE PROPOSAL

BV's pricing reflects our commitment to the success of the City of Rocklin by helping you maintain significant quality and cost saving benefits. These include:

- ✓ Reduced plan review turnaround times
- ✓ Implementation of electronic plan review processes to help improve efficiency and control costs
- ✓ Highly qualified and licensed/certified staff
- ✓ Confidence of working with a well-established consultant in business for 195+ years

PROPOSED SCHEDULE OF FEES: HOURLY RATES FOR SERVICES*	
Personnel Classifications	HOURLY BILLING RATE
Traffic Engineer	$215
Senior Civil Engineer / Structural Engineer / Senior Surveyor	$195
Civil Engineer	$185
Associate Engineer IV	$165
Associate Engineer III	$155
Associate Engineer II	$145
Associate Engineer I	$135
Senior Survey Analyst	$165
Engineering Technician	$120
Word Processor / Administrative	$85

* Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
* All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1.5 times the hourly rate for overtime hours per State and Federal wage and hour laws. No overtime will be charged without approval.
* Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
* Hourly rates subject to annual adjustment in accordance with CPI from Engineering News Record (ENR) with the City's prior approval, not to exceed 4% annually.
* Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
* Hourly services to be invoiced monthly; plan review fee to be invoiced after initial review.

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.

BUREAU VERITAS NORTH AMERICA, INC.

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO COASTLAND CIVIL ENGINEERING, LLP 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 Coastland Civil Engineering, LLP 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 Coastland Civil Engineering, LLP 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Coastland Civil Engineering, LLP "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:
Coastland Civil Engineering, LLP
1400 Neotomas Avenue
Santa Rosa, CA 95405

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.

COASTLAND CIVIL ENGINEERING, LLP

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.

COASTLAND | DCCM

SCHEDULE OF HOURLY RATES

July 1, 2023, through June 30, 2024

PROFESSIONAL SERVICES

Principal Engineer	$230 - $250/hour
Supervising Engineer	$200 - $230/hour
Senior Engineer	$185 - $205/hour
Associate Engineer	$170 - $190/hour
Assistant Engineer	$150 - $175/hour
Junior Engineer	$140 - $150/hour
Senior Engineering Technician	$160 - $180/hour
Engineering Technician	$145 - $160/hour
Engineering Aide	$120 - $140/hour
Resident Engineer	$180 - $205/hour
Construction Manager	$165 - $200/hour
Assistant Construction Manager	$150 - $170/hour
Construction Inspector*	$155 - $185/hour
Construction Administrator	$110 - $120/hour
Building Plan Check Engineer/Architect	$170 - $205/hour
Building Official and/or CASp	$170 - $205/hour
Supervising Building Inspector	$175 - $190/hour
Senior Building Inspector	$145 - $175/hour
Building Inspector (I & II)	$125 - $145/hour
Supervising Plans Examiner	$170 - $190/hour
Senior Plans Examiner	$145 - $170/hour
Plans Examiner (I & II)	$115 - $145/hour
Supervising Permit Technician	$145 - $155/hour
Senior Permit Technician	$130 - $145/hour
Permit Technician (I & II)	$110 - $130/hour
Administrative	$110 - $120/hour
VEHICLE	$18.00 – $25.00/hour
MILEAGE	$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.

Rev. 06/01/23

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.

COASTLAND CIVIL ENGINEERING, LLP

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO CONSTRUCTION TESTING SERVICES, 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 Construction Testing Services, 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 Construction Testing Services, 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Construction Testing Services, 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:
Construction Testing Services, Inc.
4400 Yankee Hill Road
Rocklin, CA 95677

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.

CONSTRUCTION TESTING
SERVICES, 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 as Attachment 1.

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.

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.

CONSTRUCTION TESTING SERVICES, INC.

By: _____

2023 FEE SCHEDULE - *P24280 8/31/2023*
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

		Standard Rate/Hour	Discounted Rate/Hour
*** FIELD INSPECTION AND LABORATORY SERVICE**			
Steel Visual		~~$240.00~~	$100.00
Nondestructive - UT, MT, PT		~~$245.00~~	$100.00
Steel Visual/UT Combination		~~$245.00~~	$100.00
Concrete ACI		~~$240.00~~	$100.00
Concrete ICC		~~$240.00~~	$100.00
Masonry		~~$240.00~~	$110.00
Fireproofing		$240.00	
Shear Wall Nailing/Framing/Hold Downs		$240.00	
Soil Technician w/Nuclear Gauge and/or Sand Cone *(portal-to-portal)*		~~$240.00~~	$100.00
Asphalt Technician *(portal-to-portal)*		~~$240.00~~	$100.00
Shoring/Soldier Piers		$240.00	
Roofing & Waterproofing		$240.00	
NACE Coating Inspection - Level II		$290.00	
NACE Coating Inspection - Level III		$350.00	
Multi-Disciplined Inspector		$240.00	
Inspector Requiring G1 Pay Grade		$290.00	
Specialty Inspector or Where Formal Certification is Required		$240.00	
Field Inspector with Special Enhancement		$240.00	
Safety Manager/Safety Inspector/Jobsite Safety Accountability Supervisor (JSAS)		$510.00	
Laboratory Technician		$240.00	
Additional Sample Preparation Time		$240.00	
Technician Typist		$240.00	
****PROFESSIONAL ENGINEERING SERVICES**			
Principal Engineer (Civil/Structural)		$375.00	
Geotechnical Engineer		~~$330.00~~	$215.00
Professional Geologist		$315.00	
Consulting Engineer (Civil/Structural)		$310.00	
Associate Engineer, Licensed		~~$270.00~~	$165.00
Project Manager		~~$240.00~~	$135.00
Staff Engineer		~~$240.00~~	$135.00
Field Supervision		~~$240.00~~	$120.00
ASNT Level III		~~$290.00~~	$175.00
Drafting		$175.00	
Quality Control Manager		QOR	
SPECIAL SERVICES			
Portable and Mobile Laboratories, NDT and Soils		QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation		~~$240.00~~	$100.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing *(portal-to-portal)*		~~$240.00~~	$100.00
* Coring, 1 Person (including equipment) *(portal-to-portal)*		$315.00	
* Coring, 2 Persons (including equipment) *(portal-to-portal)*		$470.00	
* Asphalt Coring *(portal-to-portal)*		$340.00	
Project Research		QOR	
Ultrasonic Testing for Non-Metallic Materials		QOR	
Pavement Rehabilitation Analysis Using Deflections		QOR	
Roof Moisture Survey		QOR	
Soil Drilling Equipment		QOR	
Geotechnical Site Investigations/Foundation Reports		QOR	
Estimating Concrete Strength by the Maturity Method - Equipment Fee $125/kit	ASTM C1074	QOR	
CSL/Crosshole Sonic Logging		QOR	
Vector Mapping		QOR	
Roof Uplift Testing		QOR	
Inclinometer Testing		QOR	
Vibration Monitoring/Accelerometer		QOR	
Tilt Monitoring		QOR	
External Windows And Doors Dynamic Water Penetration Testing	AAMA 501.1	QOR	
Curtain Wall Testing	AAMA 501.2	QOR	
Ground Penetrating Radar		QOR	
DCP - Dynamic Cone Penetrometer		QOR	
Gamma-Gamma Logging of CIDH Piles (Daily Rate)	CT233	$3,600.00	
FGIA/AAMA Window and Skylight Testing (Daily Rate)	ASTM E1105, AAMA 501.2, 502 503	$3,600.00	
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee $115/Day *(portal-to-portal)*		$350.00	
Ultrasonic Pulse Velocity Testing - Equipment Fee $250/Day *(portal-to-portal)*	ASTM C597	$700.00	
Impact Echo Testing - Equipment Fee $250/Day *(portal-to-portal)*	ASTM C1383	$350.00	
Floor Flatness Testing FF/FL - Equipment Fee $115/Day *(portal-to-portal)*	ASTM E1155	$350.00	
Surface Frictional Properties Using Pendulum Tester - Equipment Fee $115/Day (portal-to-portal)	ASTM E303	$350.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - $55/Kit *(portal-to-portal)*	ASTM F1869	$350.00	
Relative Humidity Testing - $75/Kit *(portal-to-portal)*	ASTM F2170	$350.00	
Ferroscan - Equipment Fee $115/day *(portal-to-portal)*		$350.00	
GPR - Equipment Fee $115/day *(portal-to-portal)*		$400.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll		$200.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - $500)		~~$375.00~~	$275.00
Welding Procedure Review (less than 48 hours notice - $500)		~~$375.00~~	$275.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		$550.00	
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		$550.00	
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)		$550.00	
DSA Interim Reports		$225.00	
Geotechnical Pad Letter (less than 48 hours notice - $550)		$400.00	
Final Letter (less than 48 hours notice - $550)		~~$400.00~~	$250.00
EXPERT WITNESS TESTIMONY			
Court appearance, per day		$3,000.00	
Court appearance, per half day		$2,000.00	

** Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.*
***Professional engineering services will be billed in two hour increments.*

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard -	
(Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - *Only Where Applicable*

Notary Services Fee	$40.00/each	
Facsimile Charges. Plus $1.00/page (n/c for cover page)	$7.00/minimum	
Wireless Router/Data Card for Jobsite Internet	$135.00/day	
iPad Monthly Rental Fee	$100.00/month	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 10%	
Outside Services	Cost Plus 20%	
Subsistence (per Union contract)	$130.00/day	
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract)	$30.00/day	
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract)	$85.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	~~$30.00/each~~	$15.00/each
Sample Pickup Trip Charge	QOR	
Weekend Sample Pickup	$150.00/each	
Project Administration	~~18% of Monthly Invoice~~	10% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	~~$130 + Test~~	
Samples Made by Others: All Other Tests	~~$75.00 + Test~~	
Laboratory Sample Witness Fee	$130.00	
Laboratory Sample Storage Fee (per sample)	$120.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	$150.00	
Additional Sample Retention	QOR	

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of $100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
CONCRETE			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39 and CT521	~~$95.00~~	$30.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39 and CT521	~~$95.00~~	$30.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39 and CT521	$170.00	
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	$90.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	$110.00	
Compressive Strength of Cylindrical Concrete Core and Sawed Beam Specimens	ASTM C42	$145.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	$555.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	$355.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	CT523 and CT524	$355.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	$180.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	$505.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	$130.00	
Shotcrete Production Cores	ASTM C1140	$130.00	
Coefficient of Thermal Expansion	AASHTO T336	$580.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	$455.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	$1,100.00	
Cement Quality Sampling	CBC 2010	$705.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	$70.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	$275.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	$255.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	$165.00	
Density of Hydraulic Cement	ASTM C188	$225.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	$180.00	
GFRC Pull Test	PCI	$445.00	
GFRC Flexural Test	PCI	$445.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	$605.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	~~$140.00~~	$60.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	~~$140.00~~	$60.00
Compressive Strength of Masonry Prisms	ASTM C1314	~~$215.00~~	$125.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	$215.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	~~$140.00~~	$60.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	$215.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	$320.00	
Masonry Core Shear Testing	CBC 2105A.4	$320.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	$395.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	$1,055.00	
Mortar Molds. 2" x 4". Single Use		$140.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		$140.00	
Veneer Bond Testing, does not include sample fabrication (Set of 5)	ASTM C482	$530.00	
AGGREGATES (CONCRETE AND SOILS)			
Sieve Analysis of Coarse Aggregates (Coarse Only 2" - No.4)(sample size over 2" QOR)	ASTM C136, CT202, and AASHTO T-27	~~$250.00~~	$115.00
Sieve Analysis of Fine Aggregates (Fine Only, Wash Included No.4 - No.200)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	~~$320.00~~	$140.00
Sieve Analysis of Combined Fine and Coarse Aggregates (Wash Included 2" - No.200) (sample size over 2" QOR)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	~~$405.00~~	$170.00
Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing (200 Wash)	ASTM C117, CT202, and AASHTO T-11	~~$250.00~~	$115.00
Evaluating Cleanness of Coarse Aggregate	CT227	$405.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88, CT214, and AASHTO T-104	$330.00	
Bulk Density/Unit Weight of Aggregate	ASTM C29, CT212, and AASHTO T-19	$230.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142 and AASHTO T-19	$255.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791 and CT235	$420.00	
Organic Impurities in Fine Aggregates for Concrete	ASTM C40 and CT213	$420.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127, CT206, and AASHTO T-85	$420.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128, CT207, and AASHTO T-84	$420.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131, C211, and AASHTO T-96	~~$570.00~~	$300.00
Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	$570.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821, CT205, and AASHTO T-335	$455.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252, CT234, and AASHTO T304A	$455.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419, CT217, and AASHTO T-176	$320.00	
Durability Index (Fine)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$250.00
Durability Index (Coarse)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$350.00
Durability Index (Fine and Coarse)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$350.00
Lightweight Particles in Aggregate	ASTM C123 and AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	$630.00	
Aggregate Moisture Content	ASTM C566	$630.00	

**Unusual sample preparation for brick specimen will be charged at the established hourly rate.*

SOILS AND AGGREGATE SERVICES AND TESTS

SOILS		Standard Rate/Each	Discounted Rate/Each
Moisture Content of Soil by Oven	ASTM D2216, CT226, and AASHTO T-265	$175.00	
Moisture Content of Soil by Microwave Oven	ASTM D4643	$230.00	
Density of Soil in Place by the Drive-Cylinder Method including Moisture Content of Soil by Oven	D2937	$260.00	
Remold of Soil Samples	Varies	$155.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	$605.00	
Permeability Additional Cell Time		$605.00	
Direct Shear Test of Soils Under Consolidated Drained Conditions (per point)	ASTM D3080	$605.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (three points)	ASTM D4767	$1,105.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	$380.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	$380.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (includes 3 points)(includes Pore Pressures)	ASTM D4767	$1,955.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)(includes Pore Pressures)	ASTM D4767	$655.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)(includes Pore Pressures)	ASTM D4767	$655.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D2850	$190.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils with added backpressure saturation (per point)	ASTM D2850	$320.00	
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	$580.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166 and CT221	~~$230.00~~	$135.00
Compressive Strength of Molded Soil-Cement Cylinders	ASTM D1633	$305.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	$665.00	
Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	$605.00	
Particle-Size Distribution of Fine Grained Soils using Sedimentation Analysis	ASTM D7928 and ASTM D422	$605.00	
Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis (2" - No.200) (sample size over 2" QOR)	ASTM D6913	~~$380.00~~	$250.00
Material Finer than No.200 by Washing (200 Wash)	ASTM D1140	$240.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318 and CT204	~~$605.00~~	$275.00
Determination of Organic Soils Classification using Liquid Limit of Soils	ASTM D4318/D2487	$780.00	
Organic Content of Soils and Peat	ASTM D2974	$335.00	
Unified Soil Classification System (USCS) Test	ASTM D2487	~~$365.00~~	$170.00
Moisture-Density Relations of Soil Using Modified Effort (Modified Proctor)	ASTM D1557	~~$355.00~~	$250.00
Moisture-Density Relations of Soil Using Standard Effort (Standard Proctor)	ASTM D698	~~$530.00~~	$250.00
Moisture-Density Relations of Soil Using Modified DWR Method	DWR Modified	$530.00	
Moisture-Density Relations of Soil Using Rapid Compaction Method	ASTM D5080	$530.00	
Moisture-Density Relations of Soil-Cement Mixtures	ASTM D558	$530.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D698	$405.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D698	$455.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D698	$530.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D1557	$355.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D1557	$455.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D1557	$530.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	$555.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	$335.00	
Maximum Dry Unit Weight of Granular Soils Using a Vibrating Hammer	ASTM D7382	$505.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	$605.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabiliometer	ASTM D2844 and CT301	~~$655.00~~	$325.00
Expansion Index of Soils	ASTM D4829	$505.00	
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	$405.00	
pH of Soils	ASTM D4972	$555.00	
Density of Hydraulic Cement	ASTM C188	$380.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene,Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	$605.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Caltrans Corrosivity Package		$580.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	$705.00	
California Bearing Ratio Test (does not include moisture density relations)	ASTM D1883	$405.00	
Bentonite Slurry Testing		QOR	

** Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.*

*** Does not include sample preparation or sieve analysis*

ASPHALTIC CONCRETE SERVICES AND TESTS

		Standard Rate/Each	Discounted Rate/Each
ASPHALT			
Thickness/Height of Compacted Bituminous Paving Mixture Specimens Field Cores	ASTM D3549 and CT308	~~$205.00~~	$100.00
Bulk Specific Gravity of Compacted Bituminous Mixture (Individual field cores or lab compacted)	ASTM D1188, ASTM D2726, CT308,	$320.00	
Lab Compaction Only of Bituminous Mixture by Marshall Apparatus (Marshall) (Per Specimen)	ASTM D6926	$320.00	
Lab Compaction Only of Bituminous Mixture by CA Kneading Compactor (HVEEM) (Per Specimen)	ASTM D1561, CT304, and AASHTO T-247	$320.00	
Lab Compaction Only of Bituminous Mixture by Superpave Gyratory (Superpave) (Per Specimen)	ASTM D6925, and AASHTO T-312	$320.00	
Laboratory Test Max Density (LTMD) (5 Specimen, includes compaction of specimen and bulk specific	ASTM D1561/(D1188 and D2726) and	$1,155.00	
Superpave Bulk specific gravity (includes gyratory compaction of 3 specimen and bulk specific gravity)	AASHTO T-312/T-275/T-166	~~$1,155.00~~	$850.00
Marshal Lab Compacted Max Density (3 Specimen, includes compaction of specimen and bulk specific	ASTM D6926/(D1188 and D2726)	$1,155.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041, CT309, and AASHTO T-209	~~$505.00~~	$275.00
Marshall Stability and Flow of Bituminous Mixtures (average Set of 3, includes sample compaction)	ASTM D6926/ASTM D6927	$1,155.00	
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR	
Swell of Bituminous Mixtures	CT305	$445.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461 and CT307	$1,005.00	
Stabilometer Value of field compacted cores (Per Specimen)	ASTM D1560, CT366, and AASHTO T-246	~~$450.00~~	$325.00
Stabilometer Value of Lab compacted samples (Average of 3 Specimen, Includes Sample Compaction)	ASTM D1561/D1560, CT304/CT366, and	$1,155.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	~~$455.00~~	$325.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	~~$455.00~~	$325.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172 and CT310	$805.00	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate (Afterburn Gradation)	ASTM D5444, CT202, and AASHTO T-30	$455.00	
Moisture Content of Bituminous Mixture	CT370 and AASHTO T-329	$480.00	
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	$3,705.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	$355.00	
Hamburg Wheel Track (includes compaction by gyratory)(includes 2 runs)	AASHTO T324	$4,005.00	
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 6 Specimen	ASTM D4867 and AASHTO T-283	$4,005.00	
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 12 Specimen)	CT371	$6,005.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures	ASTM D6931	$3,755.00	
Air Voids Calculation of Compacted Bituminous Mixture	ASTM D3203, CT367, and AASHTO T-269	~~$220.00~~	$125.00
PG Verification (Determining Low Temperature Performance Grade (PG) of Asphalt Binders)	ASTM 6816	QOR	

MECHANICAL TESTS AND FIREPROOFING

MATERIALS MECHANICAL TESTS			
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	$555.00	
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	$255.00	
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy	ASTM E8, B557 and AWS B4.0	$555.00	
Mechanical Testing of Steel Products (Couplers)	ASTM A370	$555.00	
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic	ASTM E2248 and ASTM E23	QOR	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	$380.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	~~$445.00~~	$200.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	$505.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR	
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete	ASTM A370, A82 and A185	$505.00	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	$355.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts	ASTM F307, F1554 and F606	$605.00	
Rockwell Hardness of Metallic Materials	ASTM E18	$190.00	
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	$380.00	
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR	
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	$380.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct	ASTM F606	$430.00	
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	$430.00	
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	$380.00	
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	$380.00	
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	$330.00	
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	$1,055.00	
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	$1,605.00	
FIREPROOFING			
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	~~$300.00~~	$150.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	~~$90.00~~	$50.00

CONTACT INFORMATION

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Peninsula: 44 Tehama, Suite 305 • San Francisco, CA 94105 • P 415.334.4747 • F 415.438.2357
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO GEOCON CONSULTANTS, 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 Geocon Consultants, 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 Geocon Consultants, 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Geocon Consultants, 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:
Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, California 95742

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.

GEOCON CONSULTANTS, 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.

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

2023 SCHEDULE OF FEES

"Rates shown valid through 12/31/2023, after which annual escalation of 4% will apply for calendar years 2024 through 2028."

PROFESSIONAL SERVICES

Engineering Field Technician/Special Inspector I	85/135(PW)*/hr.
Engineering Field Technician/Special Inspector II	95/140(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	105/150(PW)*/hr.
Laboratory Technician/Engineering Assistant	90/hr.
Senior Laboratory Technician	110/hr.
Laboratory Supervisor	140/hr.
Word Processor/Technical Editor/Drafter	90/hr.
Research Assistant/Technical Illustrator/Senior Drafter	105/hr.
Project Coordinator/GIS Specialist	115/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor	130/hr.
Senior Staff Engineer/Geologist/Scientist	140/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor	150/hr.
Senior Project Engineer/Geologist/Scientist	165/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	180/hr.
Associate Engineer/Geologist/Scientist	210/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	240/hr.
Deposition or Court Appearance	425/hr.
Attorney Fees (General)	400/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate	1.5x Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate	2x Regular Hourly Rate
Minimum Professional Fee	$500/Project
Minimum Field Services Fee (per day or call-out)	4 Hours

* Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$200/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	$50/day
Pick-up Truck	$140/day	pH/Conductivity/Temperature Meter	60/day
Equipment Truck	225/day	55-gallon drum	90/ea.
Direct-Push Rig/Operator	190/235(PW)*/hr.	TPHg (EPA 8015M)	90/ea.
Direct-Push Sample Liner	10/ea.	TPHd/mo (EPA 8015M)	80/ea.
Equipment Trailer	100/day	Fuel Oxygenate Compounds (EPA 8260B)	135/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Volatile Organic Compounds (EPA 8260B)	165/ea.
Coring Machine (concrete, asphalt, masonry)	250/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dynamic Cone Penetrometer	250/day	CAM 17 Metals (EPA 6010B)	200/ea.
Dilatometer (DMT) Test Equipment	800/day	Single Metal (EPA 6010B)	35/ea.
Generator or Air Compressor	150/day	STLC or TCLP Extraction	75/ea.
GPS Unit	160/day	Soil pH (EPA 9045C)	25/ea.
Drive-Tube Sampler or Hand-Auger	50/day	Organochlorine Pesticides (EPA 8081)	125/ea.
Soil Sample Tube (Brass or Stainless)	12/ea.	Naturally Occurring Asbestos (CARB 435)	125/ea.
Water Level Indicator	50/day	Asbestos PLM	20/ea.
Battery-Powered Pump	75/day	Asbestos 1,000-pt Count	100/ea.
Photo-Ionization Meter	150/day	48-hr/24-hr Turn-around Time	60%/100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698)	$250/ea.
6-inch mold (D1557/D698)	250/ea.
California Impact (CAL216)	250/ea.
Check Point	100/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301)	$300/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883)	175/pt.
Stabilization Ability of Lime (C977)	200/ea.

3160 Gold Valley Drive, Suite 800 ■ Rancho Cordova, California 95742 ■ Tel (916) 852-9118

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	$90/ea.
Wet Sieve Analysis to #200 (D422/CAL202)	125/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)	350/ea.
Hydrometer Analysis (D422)	175/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.
Specific Gravity, Soil (T100)	100/ea.
Specific Gravity Coarse Aggregate (C127)	75/ea.
Specific Gravity Fine Aggregate (C128)	100/ea.
Moisture Determination, tube sample (D2216)	$20/ea.
Moisture Determination and Unit Weight (D2937)	40/ea.
Atterberg Limits: Plasticity Index (D4318)	210/ea.
Sand Equivalent (D2419/CAL217)	100/ea.
pH and Resistivity (CAL643)	125/ea.
Sulfate Content (CAL417)	95/ea.
Chloride Content (CAL422)	55/ea.
Organic Content (D2974)	85/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	$110/ea.
Direct Shear (3 points) (D3080)	350/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	135/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	185/ea.
Consolidated-Undrained Triaxial Shear (D4767)	315/pt.
Consolidated-Undrained Triaxial Staged (D4767)	390/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110)	600/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	$315/ea.
Permeability, Rigid Wall (D5856)	315/ea.
Consolidation (D2435)	65/pt.
Expansion Index (D4829/UBC 29-2)	225/ea.
Swell/Collapse (D4546)	175/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	$125/ea.
L.A. Rattler Test (500 rev.) (C131)	225/ea.
Durability Index (D3744/CAL229)	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39)	$30/ea.
Compressive Strength, Cores (C42)	85/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496)	80/ea.
DSA Masonry Shear (DSA-207)	75/ea.
Shotcrete Panel Coring and Comp. Strength (C1140)	100/ea.
Rebar Tensile/Bend (up to #11/#11 and larger)	275/300/ea.
CMU Compressive Strength (C140)	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

HMA Air Voids, Gyratory (T269)	$525/ea.
Hamburg Wheel Tracker (T324)	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309)	180/ea.
Ignition/Sieve Analysis (C136/CAL202)	250/ea.
HMA Core Unit Weight (D1188/CAL308)	100/ea.
% Asphalt, Ignition Method (D6307/CAL382)	125/ea.
% Asphalt, Ignition Calibration (D6307/CAL382)	400/ea.
Tensile Strength Ratio (T283)	1,000/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client *is limited to the greater of **$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

   Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to *the greater of **$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

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.

GEOCON CONSULTANTS, INC.

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO JACOBS ENGINEERING GROUP, 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 Jacobs Engineering Group, 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 Jacobs Engineering Group, 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Jacobs Engineering Group, 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: Jacobs Engineering Group, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA, 95833

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.

JACOBS ENGINEERING GROUP, 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.

Jacobs Engineering Group, Inc.
General Rate Sheet
Professionals and Technicians*
2024 Hourly Billing Rates**

Classification	Minimum	Maximum
Principal and QA Managers	$240	$370
Senior Professional III	$230	$350
Senior Professional II	$220	$330
Senior Professional I	$200	$310
Project Professional	$170	$260
Associate Professional	$150	$220
Staff Professional	$120	$190
Technician 2	$140	$210
Technician 1	$100	$150
Office Support	$90	$140

Notes:

**Rates are effective January 1, 2024 through December 31, 2024, and are subject to 4% escalation per year starting January 1, 2025.

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.

JACOBS ENGINEERING GROUP, INC.

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO PSOMAS 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 Psomas 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 Psomas 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Psomas "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: Psomas
1410 Rocky Ridge Drive, Suite 300
Roseville, CA 95661

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties' consent to jurisdiction over their 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.

PSOMAS

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.

Civil Engineering and Development Services
(Effective through 12/31/2023)

Classification	Hourly Billing Rates
Project Assistant/Administrator	$100-$1115
CAD Designer/Assistant Engineer	$105-$130
Design Engineer/Planner	$130-$165
Professional Engineer	$145-$170
Project Engineer	$155-$215
Senior Project Engineer	$180-$225
Senior Engineer/Planner	$185-$230
Contract Manager/Task Leader	$230-$250
Principal in Charge/QA-QC	$245-$265

Rates are adjusted annually based on the CPI index (max 4% annually)

Environmental Services
(Effective through 12/31/2023)

Classification	Hourly Billing Rates
Principal-in-Charge	$247-$273
QA/QC Manager	$221-$273
Air Quality, Climate Change and Noise Manager	$230
Regulatory Permitting Manager	$216
Senior Project Manager, Environmental	$189-$240
Senior Environmental Planner	$152-$201
Senior Restoration Ecologist	$173-$196
Senior Project Manager/Biological Resources Manager	$173-$221
Senior Archaeologist/Paleontologist	$147-$165
Project Manager[1]	$142-$184
Environmental Planner	$137-$163
Regulatory Permitting Specialist	$134-$173
Senior Field Technician[2]	$147-$173
Certified Arborist	$129-$173
Assistant Project Manager, Environmental	$116-$158
Senior Biologist/Senior Ecologist	$147-$158
Air Quality, Climate Change, and Noise Specialist	$147-$201
Environmental Analyst	$105-$142
Biologist	$124-$142
Archaeologist/Paleontologist	$95-$131
Field Technician[2]	$95-$131
GIS Manager	$152-$163
Senior GIS Analyst	$126-$152
GIS Specialist	$100-$121
Graphic Artist	$105-$131
Technical Writer/Editor	$100-$126
Word Processor	$105-$126
Project Assistant/Administrative Assistant	$84-$105

[1] Environmental Planning, Biological Resources and Cultural Resources
[2] Air Quality/Climate Change/Noise Analysis, Biological Resources, and Cultural Resources

Rates are adjusted annually based on the CPI index (max 4% annually)

Survey and Geospatial Services
(Effective through 12/31/2023)

SURVEY HOURLY RATES - IN-OFFICE SERVICES

Project Assistant/Administrator	$100-$124
Surveyor I/CADD Technician/Editor/GIS Technician	$105-$141
Surveyor II/Compiler/LiDAR Extractor I	$120-$150
Surveyor III/LiDAR Extractor II/Photogrammetrist I	$130-$178
Surveyor IV/Photogrammetrist II/Senior Programmer	$140-$185
Project Surveyor/Photogrammetrist	$155-$200
Senior Project Surveyor	$180-$227
Project Manager/Applications Manager	$185-$243
Senior Project Manager/Senior Applications Manager	$230-$276
Principal Surveyor, Senior GIS/IT Consultant/Mobile Mapper Surveyor	$245-$287

SURVEY HOURLY RATES - FIELD SERVICES

One-Person Survey Party	$202-$232
Two-Person Survey Party	$318-$366
Three-Person Survey Party	$450-$518

Hourly rates for field survey parties include normal usage of survey supplies and vehicle expenses. Rates adjust per increase in prevailing rates on March 1st of each year.

SPECIAL EQUIPMENT AND OTHER COSTS

Mobile Terrestrial Laser Scanner	$600 per hour

Substructure Utility Detection (SUE) Services
(Effective through 12/31/2023)

Utility Detection and CCTV Rates

Classification	Hourly Billing Rates
Project Assistant	$100
Project Coordinator	$180
Project Manager	$220
Principal	$235
One-person SUE Crew	$225
Two-person SUE Crew	$335
Two-person CCTV Crew	$335
Field Supervisor	$225

Hourly rates for SUE crews include normal usage of field equipment and are fully equipped rates.

Special Equipment and Other Costs
The above schedule is for straight time. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates.

REIMBURSABLES
Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, outside subconsultants and other direct expenses will be charged at cost plus 10 percent. The services of outside consultants will be charged at cost plus 15 percent. Standard computer and technology costs are incorporated into the preceding hourly 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.

PSOMAS

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO SNG & 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 SNG & 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 SNG & 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 SNG & 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:
SNG & Associates, Inc.
5776 Stoneridge Mall Road, Suite 365
Pleasanton, CA 94588

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.

SNG & 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.

SNG HOURLY RATE SCHEDULE

Position	Hourly Rate
Principal Engineer	245.00
Senior Project Manager	215.00
Project Manager	205.00
Senior Engineer	190.00
Construction Manager	190.00
Associate Engineer II	165.00
Associate Engineer I	155.00
Assistant Engineer	145.00
Senior Engineering Inspector	155.00
Engineering Inspector	145.00
Engineering Technician/CAD Drafting	135.00
Licensed Land Surveyor	245.00
Licensed landscape Architect	185.00
Clerical/ Admin Support	95.00

Note: Rates valid through December 31, 2023. Rates will be adjusted annually every January 1st. Mileage to be billed at $0.55 per mile.

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.

SNG & ASSOCIATES, INC.

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO UBORA ENGINEERING & PLANNING, 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 Ubora Engineering & Planning, 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 Ubora Engineering & Planning, 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Ubora Engineering & Planning, 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:
Ubora Engineering & Planning, Inc.
2901 Douglas Blvd., Suite 285
Roseville, CA 95661

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties' consent to jurisdiction over their 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.

UBORA ENGINEERING & PLANNING, 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.

UBORA
EXCELLENCE
Engineering & Planning, Inc.
2901 Douglas Blvd., Suite 285
Roseville, California 95661
Ph: (916) 780-2500
Fax: (916) 780-6777
www.uborainc.com

Ubora Engineering & Planning, Inc.
Professional Service Fees
January 2023

Principal Engineer	$225 per hour
Lead/Senior Civil Engineer	$200 per hour
Engineer III	$175 per hour
Engineer II	$150 per hour
Engineer I	$135 per hour
Engineering Technician	$115 per hour
Administrative Assistant	$85 per hour
Mileage	0.80 per mile
Out-of-Pocket	cost plus 15%
Subconsultants	subconsultant fee plus 15%
Expert Witness/ Legal Support	Two times standard hourly rate
Plan Checking Services	See Note 1 below

Notes:

1. If desired, Ubora is willing to negotiate plan checking services as a percentage of the Plan Check Fee that the City receives. Historically Ubora's percentage of Plan Check Fee has been between 50% - 52% of the City Plan Check Fee.
2. Hourly rates include all compensation for wages, salary-related benefits, overhead, and profit.
3. Standard hourly rates do not apply to a demand to perform working during an overtime period.
4. Rates may be escalated annually tied to the California Consumer Price Index, not to exceed 4% annually.

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.

UBORA ENGINEERING & PLANNING, INC.

By: _____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AN ON-CALL PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES TO YOUNGDAHL CONSULTING GROUP, 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 Youngdahl Consulting Group, 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 Youngdahl Consulting Group, 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 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, 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 Youngdahl Consulting Group, 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:
Youngdahl Consulting Group, Inc.
1234 Glenhaven Court
El Dorado Hills, CA 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.

YOUNGDAHL CONSULTING GROUP, 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.

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

CITY OF ROCKLIN PREVAILING WAGE FEE SCHEDULE FOR PROFESSIONAL SERVICES (2023)

Rates may be renegotiated annually with an increase not to exceed 4% annually, per City of Rocklin Requirements.

PERSONNEL	PREVAILING WAGE RATE
Principal Engineer	$ 220.00 /hr
Senior Engineer/Geologist/Scientist	$ 178.00 /hr
Project Engineer/Geologist/Environmental Scientist	$ 166.00 /hr
Staff Engineer/Geologist/Scientist	$ 156.00 /hr
Field Supervisor	$ 156.00 /hr
NDT Special Inspector/Floor Flatness	$ 156.00 /hr
ICC Lead Special Inspector, DSA Masonry – Group 1 (excluding NDT)	$ 146.00 /hr
For Non-Prevailing Wage Tasks	$ 130.00 /hr
ICC/AWS/CWI Certified Special Inspector – Group 2	$ 135.00 /hr
For Non-Prevailing Wage Tasks	$ 126.00 /hr
Soils Engineering Technician ; ACI Groups 3 & 4	$ 130.00 /hr
For Non-Prevailing Wage Tasks	$ 102.00 /hr
Environmental Technician	$ 110.00 /hr
QSD-Qualified SWPPP Developer	$ 150.00 /hr
QSP-Qualified SWPPP Practitioner	$ 110.00 /hr
Laboratory Manager	$ 156.00 /hr
Senior Laboratory Technician	$ 120.00 /hr
Laboratory Technician	$ 98.00 /hr
Draftsperson	$ 106.00 /hr
Clerical	$ 100.00 /hr

BASIS OF CHARGES

Equipment Charges:
All of the above rates are inclusive of routine test equipment.
Exceptions:

- Coring Machine - $200/day
- Generator - $75/day
- High Precision GPS Receiver - $150/day
- Photo-Ionization Detector - $100/day
- Skidmore - $100/day
- Fireproofing Adhesion - $25/test

Hours are billed portal to portal in accordance with the following minimum charges:

- Times are rounded up to the nearest ½ hour.
- 2-hour minimum on-site charge for each site visit.
- 4-hour minimum on-site charge for weekend work.
- 2-hour minimum charge for work scheduled that was not cancelled by 5pm the day before.

Overtime:

- Over eight (8) hours a day - 1.5 x hourly rate
- Saturdays - 1.5 x hourly rate
- Sundays and Holidays - 2.0 x hourly rate
- Over twelve (12) hours a day - 2.0 x hourly rate
- Night Work 5:00 pm – 5:00 am - $10+ hourly rate

Mobilization Charge:
A mobilization charge of $ 80.00/site visit will be added for all projects requiring site visits within 30 miles of our corporate yard. For projects beyond 30 miles, a mileage fee will be assessed at $0.95/mile portal to portal per visit from our corporate headquarters address to the project site. Distance will be determined by Google Maps quickest calculated distance.

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BASIS OF CHARGES (Cont.)

Expert Witness Services:
Mediation, arbitration, deposition, expert witness testimony and public hearing attendance will be billed at 2 times normal hourly rates in 4-hour incremental blocks.

Rush Charges: Field:	An additional 1 hour of field time at the appropriate personnel rate may be charged to expedite work which requires dispatching after 4:30 pm of the previous day, or the same day, as requested by the contractor or client.

Large Format Plotting:
- Color or Black & White - $0.50 per sq. foot

Miscellaneous Charges:
- Supplies and outside services are billed at cost +15%
- Airfare, rental vehicles, lodging, and meals for authorized out-of-town travel, will be charged per person per day using the current IRS per diem rate applicable to the area.
- Subcontracted work will be billed at cost +15%
- Projects with specialized accounting protocol required to be filled out for the client will be charged an additional 4% of the project budget
- Copying and distribution for project reporting includes 4 reports. If additional report copying is necessary, a $25.00 charge will be billed for each additional report
- Projects requiring Level C PPE will be charged at 1.5 x normal hourly rate
- $10.00 surcharge may be applied to normal rates for projects where naturally occurring asbestos (NOA) is present.

TERMS AND CONDITIONS:
Youngdahl Consulting Group, Inc. shall perform professional services in accordance with the generally accepted professional practice of its profession within the area where the work is performed on behalf of the client. Upon entering into this agreement many risks potentially affect Youngdahl Consulting Group, Inc. The principal risk is the potential for human error by Youngdahl Consulting Group, Inc. Client agrees to limit our liability to Client and to all other parties for damages arising from any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs shall be limited to $25,000.00 and Client further agrees to indemnify and hold harmless Youngdahl Consulting Group, Inc. from and against all liabilities in excess of monetary limit established above.

(Fee Schedule for Professional Services on Front of Sheet)

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FEE SCHEDULE FOR LABORATORY SERVICES (2023)

The following contains the soils and material testing prices for services rendered by Youngdahl Consulting Group, Inc. Prices are valid for 2023. Unless noted, test prices include routine sample preparation, test set-up, performance of test, calculations, and reporting of results. Please call us at (916) 933-0633 for further information.

TEST	TEST METHOD(S)[1]	UNIT PRICE ($)	
SOILS TESTS			
Classification and Index Properties			
Sieve Analysis, Fine with No. 200 Wash	D422, D6913, CTM 202, T88	$ 140.00	Each
Sieve Analysis, Coarse and Fine Combined	D422, D6913, CTM 202, T88	$ 225.00	Each
Percent Passing No. 200 Sieve	D1140	$ 100.00	Each
Hydrometer Analysis	D422, D7928	$ 250.00	Each
Atterberg Limits	D4318, T89, T90	$ 225.00	Each
Moisture Content	D2216, D4643	$ 25.00	Each
Moisture Content & Dry Density	D7263	$ 50.00	Each
Specific Gravity	D854	$ 250.00	Each
Soil pH	D4972	$ 50.00	Each
Pinhole Dispersion	D4647	$ 750.00	Each
Organic Content	D2974	$ 150.00	Each
Soil Corrosion Properties* (*Includes Soil pH, Minimum Resistivity, Chlorides, and Sulfates)	CTM 417, 422, 643	$ 200.00	Each
Moisture Density Relations-Compaction			
Proctor – 4"	D698, D1557, T99, T180	$ 315.00	Each
Proctor – 6"	D698, D1557, T99, T180	$ 315.00	Each
California Impact	CTM 216	$ 315.00	Each
Check Point		$ 200.00	Each
Strength			
Unconfined Compression	D2166	$ 160.00	Each
Unconfined Compression, Chemically-Treated	D1633 (Mod), CTM373 (Mod)	$ 600.00	Each
Quicklime Saturation (Eades and Grim)	C977, D6276	$ 200.00	Each
Direct Shear, 3 Points	D3080	$ 500.00	Each
Triaxial Shear, UU	D2850	$ 200.00	Each
Triaxial Shear, CU (3 Points)	D4757	$ 1,650.00	Set
Resistance "R-Value"	CTM 301, D2844	$ 350.00	Each
Sample Preparation		$ 98.00	Hour
Hydraulic Conductivity			
Flexible Wall Permeability	D5084	$ 375.00	Each
Permeability (>10^{-3})	D2434	$ 375.00	Each
Consolidation/Swell			
Consolidation (6 points + rebound)	D2435	$ 475.00	Each
One-Dimension Swell or Collapse	D4546, Method A	$ 400.00	Each
One-Dimension Swell or Collapse	D4546, Method B	$ 185.00	Each
One-Dimension Swell or Collapse	D4546, Method C	$ 500.00	Each
Expansion Index	D4829	$ 225.00	Each

NOTES

1 Test methods listed are as follows:
- Those beginning with a C, D, or E are ASTM International methods
- CTM – California Test Method, California Department of Transportation
- Those beginning with a T are AASHTO methods
- Those beginning with an MS are Asphalt Institute methods

2 Any testing where lime or cement is required to be added, cost of test may be increased by 20%

3 Rush Fee: 150% of standard unit price

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TEST	TEST METHOD(S)[1]	UNIT PRICE ($)	
AGGREGATE TESTS			
Sieve Analysis – Coarse (without wash)	C136, CTM 202, T27	$ 120.00	Each
Sieve Analysis – Fine (including wash)	C136, CTM 202, T27	$ 140.00	Each
Sieve Analysis – Coarse and Fine Combined	C136, CTM 202, T27	$ 225.00	Each
Percent Passing No. 200 Sieve	C117, T11	$ 100.00	Each
Specific Gravity and Absorption, Coarse	C127	$ 100.00	Each
Specific Gravity and Absorption, Fine	C128	$ 150.00	Each
Organic Impurities in Sand	C40	$ 50.00	Each
Unit Weight, Loose or Rodded	C29	$ 90.00	Each
Sand Equivalent	CTM 217, D2419	$ 175.00	Each
Crushed Particles (fractured faces) (*per sieve size*)	CTM 205, D5821	$ 100.00	Each
Flat and Elongated Particles (*per sieve size*)	D4791	$ 100.00	Each
Clay Lumps and Friable Particles	C142	$ 100.00	Each
Los Angeles Abrasion Test	C131, C535	$ 250.00	Each
Durability Index	CTM 229, D3744	$ 280.00	Each
Durability, Coarse or Fine	CTM 229, D3744	$ 140.00	Each
Cleanness Value	CTM 227	$ 140.00	Each
Mortar Sand Strength	CTM 515, C87	$ 750.00	Each
CONCRETE/MASONRY TESTS			
Concrete Compression (including mold)	C39	$ 40.00	Each
Mortar Compression (including mold)	C780	$ 40.00	Each
Grout Compression (including mold)	C1019	$ 60.00	Each
CLSM Compression (including mold)	D4832	$ 40.00	Each
Concrete Core Compression	C42	$ 70.00	Each
Shotcrete Core Compression (including coring)	C1604	$ 100.00	Each
Core Height (Length/Thickness)	C1542	$ 10.00	Each
Modulus of Elasticity	C469	$ 250.00	Each
Flexural Strength, Beam	C78	$ 100.00	Each
Laboratory Trial Batch (includes 9 compression tests)	C192	$ 2000.00	Each
Concrete Drying Shrinkage (set of 3)	C157 (Mod)	$ 500.00	Each
Sample Cutting and Trimming (1/4 hour minimum)		$ 90.00	Hour
CMU Dimension Verification	C140	$ 55.00	Each
CMU Moisture Absorption/Unit Weight/Moisture	C140	$ 75.00	Each
CMU Block Compression	C140	$ 100.00	Each
CMU Composite Prism Compression	C1314	$ 175.00	Each
CMU Core Shear	CBC 2105A.4/5	60.00	Each
ASPHALT CONCRETE TESTS			
Solvent Extraction, % Asphalt	D2172, T164	$ 250.00	Each
Gradation of Extracted Aggregate	D5444, T30	$ 175.00	Each
Unit Weight of Core or Briquette	CTM 308, D2726, D1188, T166, T275	$ 50.00	Each
Thickness of Core	D3549	$ 10.00	Each
Theoretical Maximum Specific Gravity (Rice Method)	D2041, CTM 309, T209	$ 175.00	Each
AC Moisture Content	CTM 370, T329	$ 50.00	Each
AC Air Void Determination	D3203, T269	$ 50.00	Each
AC VFA Determination	MS-2	$ 50.00	Each
AC VMA Determination	MS-2	$ 50.00	Each
MISCELLANEOUS			
Fireproofing Density Test	E605	$ 100.00	Each
Non-Masonry Mortar/Grout Compression Test	C579	$ 40.00	Each

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.

YOUNGDAHL CONSULTING GROUP, INC.

By: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Road and Interstate 80 Interchange Project - Amendment No. 2 to Contract with Jacobs Engineering Group, Inc.

Date: January 9, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Amending a Professional Services Contract for Engineering Design Services for the Rocklin Road and Interstate 80 Interchange Project with Jacobs Engineering Group, Inc. and Authorizing the City Manager to Execute Amendment No. 2.

Background:
As a result of traffic congestion on Rocklin Road at Interstate 80 (I-80), the City has long considered significant roadway improvements to mitigate congestion. To complete engineering studies, coordinate with stakeholders, perform community engagement, and fulfill environmental requirements per the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), the City Council awarded an engineering design contract to Jacobs Engineering Group, Inc. (Jacobs) on July 27, 2021. The contract was subsequently amended by the City Council on February 14, 2023 to augment the scope of services for preliminary engineering associated with a westbound auxiliary lane on I-80 (Amendment No. 1).

On November 14, 2023, the City Council approved the CEQA environmental document and directed staff to negotiate scope and fee for the City Council-approved design alternative. Implementing City Council direction, staff met and conferred with Jacobs to negotiate a scope of work for the recommended Amendment No. 2 that includes coordination with stakeholders (i.e., Caltrans, utility owners, etc.), right of way services to acquire necessary real estate, preparation of construction documents (i.e., plans, specifications, and engineer's estimate), and technical support during the bidding and construction phases.

In particular, Amendment No. 2 would authorize Jacobs to facilitate monthly coordination meetings with Caltrans, maintain regular communication with all impacted utility owners who may be responsible to relocate their facilities, provide appraisals and negotiate the purchase of real estate needed for the project, and prepare the design plans and specifications

necessary for the public bidding process and construction itself. Jacobs has also included in their scope of work time to support the City with providing clarifications on the plans or responding to questions that naturally arise during construction.

Upon approval of Amendment No. 2, the design team will immediately begin the services identified above. The coordination meetings, design, and real estate acquisition process will last a minimum of two years given the complexity of the project, number of stakeholders involved, and availability of Caltrans staff to review project details throughout the design phase.

Fiscal Impact:
The proposed fee for the additional work under Amendment No. 2 is $4,500,000, which will increase the existing contract with Jacobs from $2,675,000 to $7,175,000.

As part of the City Council-approved 2024-2028 Capital Improvement Program (CIP), $3,100,000 in South Placer Regional Transportation Authority Funds (SPRTA) funds (Fund 240) was estimated for the design phase. However, with the project approved and environmental documents complete, the fee to complete design has been refined to address all Caltrans' requirements resulting in a higher design cost than originally estimated.

On December 6, 2023, the SPRTA Board of Directors approved additional SPRTA funding necessary for the design phase of the project. As such, SPRTA will fully fund the $4,500,000 associated with the proposed contract amendment.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Jacobs Engineering Group, Inc. Amendment No. 2
3. Resolution Exhibit A Attachment 1 - Scope of Services
4. Resolution Exhibit A Attachment 2 - Schedule of Fees

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING DESIGN SERVICES FOR THE ROCKLIN ROAD AND INTERSTATE 80 INTERCHANGE PROJECT WITH JACOBS ENGINEERING GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2

WHEREAS, the Rocklin Road and Interstate 80 Interchange Project consists of installing roadway, bicycle, and pedestrian improvements, including a pedestrian overcrossing above Interstate 80, in order to reduce congestion and increase non-motorized transportation along Rocklin Road; and

WHEREAS, on July 27, 2021, the City Council awarded a professional services agreement to Jacobs Engineering Group, Inc. (Jacobs) to complete preliminary engineering and environmental documents; and

WHEREAS, on February 14, 2023, the City Council approved Amendment No. 1 for preliminary engineering associated with the westbound Interstate 80 auxiliary lane; and

WHEREAS, on November 14, 2023, the City Council approved the environmental document for the project; and

WHEREAS, staff desire to enter into Amendment No. 2 to complete construction documents preparatory to commencing construction; and

WHEREAS, the South Placer Regional Transportation Authority (SPRTA) has allocated sufficient funds to fully support the proposed $4,500,000 fee associated with Amendment No. 2 thereby increasing the Jacobs contract from $2,675,000 to $7,175,000.

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 approves Amendment No. 2 to the contract for engineering design services for the Rocklin Road and Interstate 80 Interchange Project with Jacobs Engineering Group, Inc., and authorizes the City Manager to execute the amendment in substantially the form attached hereto as Exhibit “A” and by this reference incorporated herein.

PASSED AND ADOPTED this 9th day of January, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

AMENDMENT NO. 2
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND JACOBS ENGINEERING GROUP, INC., EFFECTIVE JULY 27, 2021

This Amendment is entered into as of this _____, by and between the City of Rocklin, a municipal corporation ("City") and Jacobs Engineering Group, Inc., a California corporation ("Contractor"), who agree as follows:

RECITALS

WHEREAS, Jacobs Engineering Group, Inc. and the City of Rocklin entered into an agreement on July 27, 2021, to provide the Project Approval and Environmental Document (PA&ED) for Rocklin Road/Sierra College Corridor Multimodal Enhancements in an amount not to exceed $1,800,000; and

WHEREAS, Caltrans determined that a westbound auxiliary lane on Interstate 80 from Rocklin Road to State Route 65 was necessary; and

WHEREAS, on February 14, 2023, the City Council approved Amendment No. 1 to increase the scope and fee to provide PA&ED services for the westbound auxiliary lane project; and

WHEREAS, on November 14, 2023, the City Council approved the environmental document for the project and directed staff to negotiate scope and fee for the plans, specifications, and estimate as well as right-of-way acquisition and construction support phases of the project;

WHEREAS, the cost for the additional services is $4,500,000, and staff recommends executing an amendment to the Agreement with Jacobs Engineering Group, Inc. for the additional work; and

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 $2,675,000 to $7,175,000.

2. Exhibit "A" is amended to include the additional services set forth in Exhibit "A," attached hereto, and incorporated herein.

3. Exhibit "B" is amended to include the schedule for the additional services set forth in Exhibit "B," attached hereto, and incorporated herein.

4. 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: Leslie Bonneau_____

Title: Client Account Manager

By: _____

Print Name: Robert Tull_____

Title: Client Account Manager_____

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

ATTEST:

By: _____
Haley Reid, Acting City Clerk

EXHIBIT A

Scope of Services - See Attachment 1

EXHIBIT B

The Scope of Work identified in Exhibit A will be completed by December 31, 2030.

EXHIBIT C

Schedule of Fees – See Attachment 2

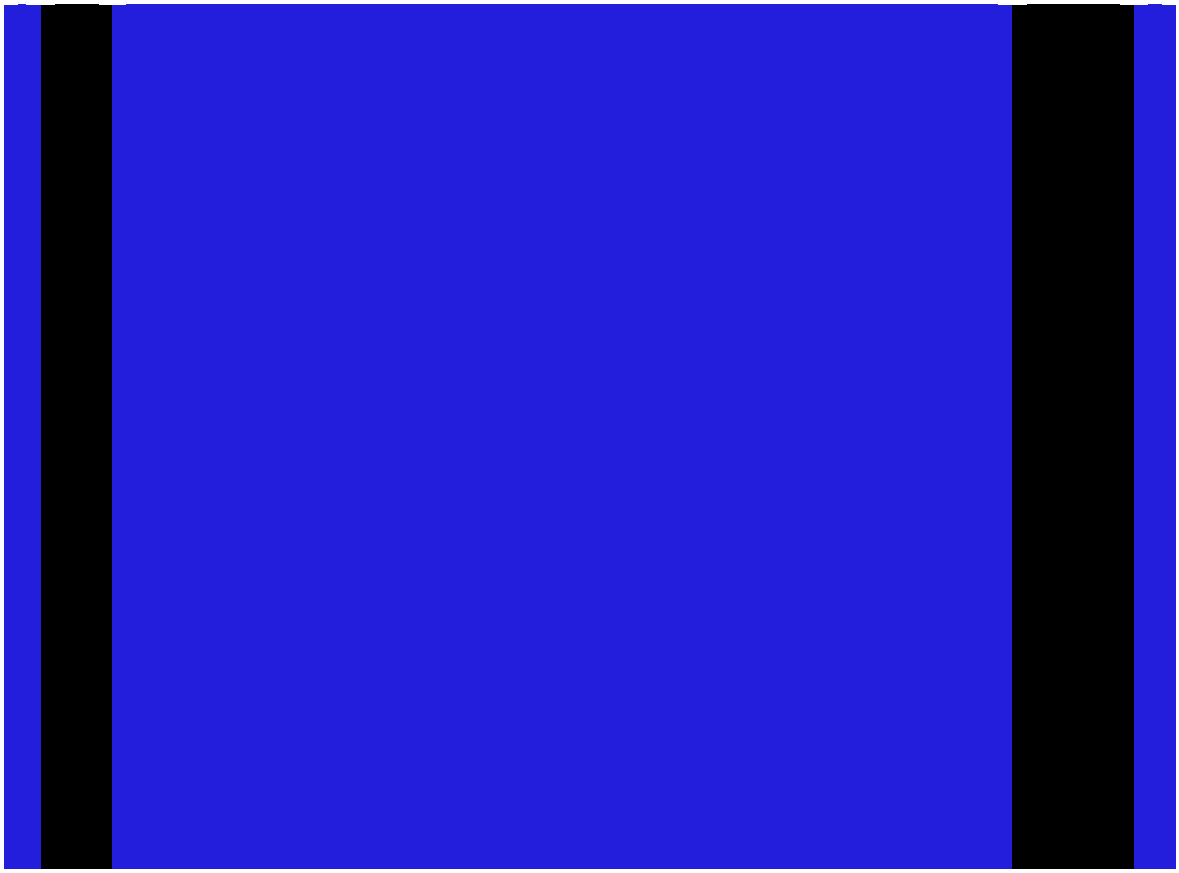
Fees for the services described in Exhibit A will be for an amount not to exceed Four Million, Five Hundred Thousand Dollars ($4,500,000), bringing the total project amount to Seven Million, One Hundred and Seventy-Five Thousand Dollars ($7,175,000).

Jacobs

Rocklin Road and Interstate 80 Interchange

Plans, Specifications, & Estimates (PS&E),
Right of Way (ROW), and Construction (CON) Support Services
City of Rocklin

November 8, 2023



Jacobs

Rocklin Road and Interstate 80 Interchange Final Design and Right of Way

Client Name:	City of Rocklin
Revision Date:	November 8, 2023
Project Manager:	Luke McNeel-Caird
Prepared By:	Jacqueline Nguyen

Jacobs

2485 Natomas Drive
Suite 600
Sacramento, CA 95833

T +1.916.952.3890

www.jacobs.com

Plans, Specifications, & Estimates (PS&E), Right of Way (ROW), and Construction (CON) Support Services for Rocklin Road and Interstate 80 Interchange Project

This scope includes final design and right of way work for preparation of the Plans, Specifications, & Estimates (PS&E) and right of way (ROW), including bid, award phase services, and design services during construction for the Rocklin Road and Interstate 80 (I-80) Interchange Project (Project). The Project is in Placer County in the City of Rocklin at the Rocklin Road/I-80 interchange. The project limits consist of I-80 at the Rocklin Road interchange (Post Mile 4.1 to 7.5) and along Rocklin Road for 7,900 feet, including painted bike lanes on Rocklin Road from 5th Street to El Don Drive, 1,300 feet on Meyers Street, and 1,200 feet on 5th Street, both from Rocklin Road to the north.

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1. Project Management

Jacobs will provide services for the completion of work including the following:

1. Project management, coordination, and communication
2. Monthly invoicing
3. Critical path method scheduling
4. Quality control (QC) and quality assurance (QA)
5. Monthly Project Manager (PM) coordination meetings with City of Rocklin (City) and California Department of Transportation (Caltrans)
6. Monthly Project Development Team (PDT) meetings

1.1 Project Management, Coordination, and Communication

Jacobs will perform administrative functions, including filing, word processing, meeting coordination, and mailings. Jacobs will manage the project and coordinate technical design tasks through correspondence, project meetings, and memorandums. Jacobs' project manager, Luke McNeel-Caird, will be the primary point of contact for the City.

Jacobs will prepare a Project Management Plan (PMP) that will facilitate project management and coordination for the team. The PMP will consist of the project scope, schedule, and budget; team roster and communication plan; project file setup and maintenance; project deliverable and computer-aided design (CADD) production guidelines; invoicing format and requirements; and project progress monitoring requirements. As the project progresses, updates will be provided to the PMP.

Jacobs will prepare a Risk Register based on City and Caltrans requirements to identify, qualitatively analyze, prepare a response strategy, and monitor and control project risks. The Risk Register will be prepared and submitted with each submittal.

Deliverables

- Project Management Plan
- PDT Roster
- Risk Register at 35%, 65%, 95%, and 100% PS&E Submittals

1.2 Monthly Invoicing and Project Schedules

Jacobs will prepare monthly invoices and submit these to the City. The accompanying monthly summary will include current invoice, invoiced to date, contract price, contract remaining, and previously invoiced by task. Out-of-scope work will not be performed without prior written approval from the City.

Jacobs will prepare a critical path method schedule and will maintain the project schedule regularly. The schedule will be prepared with Microsoft Project every 3 months.

Deliverables

- Up to twenty-four (24) monthly invoices
- Up to eight (8) project schedule updates

1.3 Quality Control and Quality Assurance

Jacobs will provide the technical resources and QC and QA process for the project. A Quality Management Plan will be prepared for team guidance on the project. Jacobs' project manager will work with the City, Caltrans, and the PDT to adapt the QC and QA processes, consistent with the Caltrans Quality Management Handbook, to accommodate Caltrans' available resources during reviews by the Caltrans Functional Units. The QC and QA task includes providing senior input and support for key deliverables and decision making. The City reserves the right to obtain copies of Jacobs' QC and QA reviews for all deliverables. Jacobs will perform QC and QA on deliverables submitted to the City and Caltrans at project milestones, including at the following:

- 35% PS&E Submittal
- 65% PS&E Submittal
- 95% PS&E Submittal
- 100% PS&E Submittal

Deliverables

- One (1) Quality Management Plan

1.4 Project Development Team Meetings

The PDT will monitor project progress, identify and solve problems, provide input for the work effort, advise the project manager in directing the course of work oversight, participate in major meetings and hearings, and foster results that will lead to project implementation. The PDT will consist of a group of key interdisciplinary project team members from the City, applicable consultant team members, the Caltrans project manager, and appropriate Caltrans Functional Unit representatives. The PDT will be guided by the policies and procedures required for the planning, processing, and approval of the project, in accordance with City guidance and the Caltrans Project Development Procedures Manual.

Jacobs will coordinate, attend, and document a project kickoff meeting with the PDT including the City, Caltrans, and other key agencies as directed by the City to establish liaison; schedule key milestones; coordinate team and agency expectations; and establish the Project Management Plan, project schedule, and project approach. The discussion will include Caltrans coordination procedures.

The kickoff meeting will be the means of verifying the project scope and schedule to begin the project. The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues and will include attendance by up to four Jacobs team members. Jacobs will provide meeting notices; prepare meeting materials, an action item log, and agendas; and attend and prepare meeting summaries for up to 24 monthly PDT meetings to be held in-person at an agreed upon location unless otherwise directed by the City. PDT meetings will be held monthly unless otherwise directed by the City. Technical focus meetings may be held in lieu of PDT meetings as directed by the City.

Deliverables

- Preparation and distribution of meeting materials for up to twenty-four (24) monthly PDT meetings, including kickoff meeting

1.5 City and Caltrans Coordination Meetings

Each month, Jacobs will lead meetings with the City project manager, Caltrans project manager, and consultant project manager to stay aligned on critical action items, make decisions, and collaboratively

strategize to keep the project on schedule. Up to 24 meetings will be held via web conference and are anticipated to last 30 minutes.

Deliverables

- Preparation for up to twenty-four (24) PM coordination meetings

2. Surveying

The topographic surveys and mapping will be used from the Rocklin Road and I-80 Interchange Project Approval and Environmental Document (PA&ED) as well as supplemented by the City's Rocklin Road I-80 Auxiliary Lane PA&ED project.

2.1 Pothole Surveys

Wood Rodgers will provide survey support for the proposed pothole locations (up to 50 locations). This effort includes coordination with the City, Caltrans, and potholing contractor as needed for access and permitting. Scheduling will be based on drilling activities and location.

Deliverables

- Field survey data in MicroStation drawing format

2.2 Pre- and Post-construction Record of Surveys

Wood Rodgers will generate a report that documents survey elements of the project, including control, boundary information (monuments and line work), and property lines. Detailed exhibits showing control point locations, vertical benchmarks, and datum statements will also be generated. Additionally, pre- and post-survey exhibits will be generated to present boundary and property line conditions before and after project completion. Exhibits will document the survey monuments used for the boundary solution and any replacement of those monuments if disturbed or destroyed by the construction of this project. It will also memorialize any new acquisitions required by the project by depicting new property lines and tying them to existing survey monuments.

Deliverables

- Pre- and post-construction record of survey report
- Survey control plan sheets (Caltrans CAD standards)

3. Public Outreach

AIM Consulting will provide strategic advice and counsel, review project materials and reports, coordinate with the City and PDT, and monitor team communications. At the beginning of the phase, AIM Consulting will develop and implement a community awareness and education program to create a shared understanding of the project, the project elements, and the community benefits of the project.

The community awareness program will leverage the City's existing communication links as well as those of community-based organizations and local media to help explain the project. AIM Consulting's communication professionals will create communication materials such as fact sheets, information brochures, frequently asked questions and digital infographics series, and social media programs that can be published on the City's social media channels and can be easily shared on other community-based organizations' social media platforms to highlight the project and community benefits.

AIM Consulting will work with the City and the PDT to continue to maintain a stakeholder database, including name, contact information with preferred method of contact, and potential key concerns and areas of project interest. Stakeholders will include local businesses, community-based organizations, chambers of commerce, and other key destinations such as schools and community centers within the project area as well as active transportation advocacy groups.

AIM Consulting will coordinate and facilitate up to two Key Stakeholder Focus Group meetings including working with Jacobs and City staff to develop meeting agendas and presentation content that are on point and easy to understand. AIM Consulting will engage parties and facilitate a thoughtful discussion that leads to agreements and direction that moves the project forward. The two Key Stakeholder Focus Group meetings will involve the following:

- Meeting #1: Adjacent public agency offices and business/property owners to identify any challenges with the final design prior to construction.
- Meeting #2: Community-based organizations to share information about the project and upcoming construction activities.

AIM Consulting will hold one community open house to provide a forum for community members to provide input on the final design before construction activities begin, with a focus on construction staging and roadway closures that might be needed. If the meeting takes place virtually, AIM Consulting will set up and coordinate the meeting to take place via Zoom. If the meeting takes place in person, AIM Consulting will coordinate and secure the meeting venue. AIM Consulting will provide all meeting supplies including sign-in sheets, name tags, comment cards, board displays, and other printed materials. AIM Consulting will coordinate with the City to develop information materials about the project. AIM Consulting will record all feedback gathered at the community meeting and develop a summary of all feedback.

AIM Consulting will develop a pop-up workshop plan for up to two events. The pop-up workshops will be held at existing community events or meetings and will provide an opportunity for the community to learn about the project and provide their informed input. Suggested locations are Rocklin Elementary School (5025 Meyers Street) and Peter Hill Heritage Park (5251 Front Street). AIM Consulting will develop information materials about the project for each pop-up workshop, which can include board displays, interactive community engagement activities, information fact sheets and brochures, and comment cards. AIM Consulting will facilitate, plan, provide supplies, and coordinate logistics for the pop-up workshops. These materials will be available in Spanish and English, and a bi-lingual translator will attend each pop-up workshop. At the conclusion of all workshops, AIM Consulting will develop a comprehensive summary that will include all input obtained, information materials, and photography. The City will be responsible for any venue-related costs for the pop-up workshops.

AIM Consulting will continue to maintain content for a project webpage, to be hosted on the City's website throughout the PS&E phase. Webpage content will include accurate and timely updates to inform community members of important project information and events including public meetings and project document details. Website visitors will be able to access project information such as fact sheets, frequently asked questions, and a construction schedule. Visitors will also be able to provide their contact information to receive electronic project updates.

AIM Consulting will develop outreach materials to inform the community about the project's design during the PS&E phase. These materials may include information brochures, fact sheets, and frequently asked questions. A consistent template for each collateral item will be developed that is easily updated and sent or distributed through electronic means.

Deliverables

- Two (2) stakeholder meetings
- One (1) community open house
- Two (2) pop-up workshops
- Fact sheet, webpage, and social media content
- Stakeholder Database

4. Funding Strategy

4.1 Funding Strategy Assistance

AIM Consulting will use expertise in transportation funding to advise on an effective funding strategy. Sources considered will include federal funding opportunities included in the Infrastructure Investment and Jobs Act; state programs including Local Partnership Program, Active Transportation Program, Solutions for Congested Corridors Program, Trade Corridor Enhancement Program, and State Transportation Improvement Program/Interregional Transportation Improvement Program; local road funds; existing traffic impact fees; the transportation sales tax being considered for the ballot in South Placer County in 2024; and other potential sources.

AIM will perform the following:

- Provide coordination and translation between the technical information and public outreach to maximize public understanding of the project and build the necessary consensus.
- Review grant applications and provide recommendations on ways to classify and frame the project to maximize competitiveness for federal and state grants and other promising funding sources.
- Advise how to approach the decision makers, particularly Caltrans and California Transportation Commission, for funding sources, including points to emphasize and leveraging opportunities.
- Advise and assist in approaching state and federal elected officials to enlist their support in grant awards and directed funding opportunities.
- Develop and revise, as needed, a one-page project fact sheet to summarize and promote the project benefits in a high-impact format for presentations to funding decision makers.

Deliverables

- Project funding fact sheet
- Matrix identifying grant opportunities with associated calls for applications and due dates

4.2 Grant Application Assistance

Jacobs will develop a strategy to support efforts to pursue various funding sources for the project. Jacobs will provide input to increase the project's competitiveness to successfully secure various funding opportunities, including Sacramento Area Council of Governments Regional Funding Round, and Senate Bill 1 Local Partnership Program, Solutions for Congested Corridors Program, and Active Transportation Program. Jacobs will assist with preparation of the grant applications, compilation of data inputs, and exhibits. Support for up to three grant applications will be provided as follows:

- Jacobs will assist the City in developing a strategy on how to approach the decision makers, particularly Sacramento Area Council of Governments, California Transportation Commission, Caltrans, and federal agencies, for funding and approvals, including points to emphasize and leveraging opportunities.
- Jacobs will draft support letters for key stakeholders to express their support in a way that is most persuasive to decision makers.
- Jacobs' support will include benefit-cost analyses for Senate Bill 1 grants. The benefit-cost analysis for the grant will similarly be managed by Jacobs' economist, experienced in conducting.
- Jacobs' grant writing and benefit-cost analysis leads will be supplemented by a deep bench of supporting resources who will provide expertise along every step of the grant development process, from project selection and prioritization to strategy, technical editing, and graphic visualizations.

Deliverables

- Provide support for a total of three (3) grant applications

5. Utility Coordination

5.1 Utility Impact Resolution

Wood Rodgers will provide utility engineering services in conformance with Chapter 13 of the Caltrans Right of Way Manual. A City and Caltrans Encroachment Permit will be obtained by Jacobs for associated field work. The efforts will specifically include the following:

- Conflict identification ("B" letters) – This work includes development of positive location maps, consistent with Caltrans policy; contracting with a positive location team (that is, a "potholer"); updating the utility base map based on the potholing; and preparing utility conflict maps for transmittal to utility owners. This scope of work assumes a total of 43 potholes will be needed to meet Caltrans' utility positive location policies.
- Liability determination/claim letter ("C" letters).
- Utility certification and a utility policy variance memorandum.

Deliverables

- Utility B and C letters and plans
- Positive location map with utility potholing contractor
- Updated utility base files
- Utility tracking matrix

5.2 Utility Adjustment and Relocation Coordination

For existing utilities that need to be adjusted or relocated, Wood Rodgers will coordinate with utility companies for their final utility relocation plans and construction schedule for the relocations prior to or during project construction. Wood Rodgers will prepare conflict maps, report of investigation, notice to owner, and draft utility agreements in accordance with Caltrans Local Assistance Utility Coordination Procedures.

Deliverables

- Utility Conflict maps
- Conflict resolution plans (from utility owners)
- Report of investigations
- Notice to owners
- Utility agreements
- Utility certification

6. Right-of-Way

6.1 Plats and Legals

Wood Rodgers will prepare property owner exhibits for up to 11 properties for use during property owner discussions and subsequently for appraisals. Exhibits will be prepared and updated up to three times. The Consultant Team will attend meetings with property owners and the City to discuss impacts to property. A total of 15 meetings with property owners is assumed. Wood Rodgers will prepare plats and legal descriptions for properties requiring additional ROW easements, including temporary construction easements along the project limits. Documents will be prepared according to City and Caltrans standards and requirements. Wood Rodgers will coordinate with Bender Rosenthal, Inc. (BRI) to set "show- stakes" for up to 11 property owners. "Show-me stakes" will be required to be set at each location up to two times. The purpose will be for visual impacts of additional ROW acquisitions, easements, TCEs, or proposed improvements. Stakes will be set at angle points and as needed for intervisibility.

Deliverables

- Up to eleven (11) property owner exhibits plus up to three (3) rounds of revisions
- Plats and legal descriptions for up to eleven (11) properties
- "Show-me stakes" for eleven (11) parcels set up to two (2) times at each location over the course of three (3) separate mobilizations

6.2 Right-of-Way Acquisition

BRI will assist Jacobs and the City with necessary ROW acquisition for the project. Early identification of potential obstacles and a better understanding of the property owner's concerns will allow BRI to work with the PDT to find an acceptable solution for the property owners but, more importantly, serve the City and accelerate the project schedule. BRI will assist in developing parcel-specific mitigation strategies prior to commencement of acquisition activities.

BRI will prepare an appraisal for the portion of each ownership or parcel to be acquired (including temporary construction easements). The appraisal reports will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. BRI has enlisted the expertise of the Sierra West Valuation for Independent Appraisal Reviews. Upon completion of the review, the appraisal and a Uniform Standards of Professional Appraisal Practice (USPAP) Standard 3 and 4-compliant review report will be provided and forwarded to the City for approval of Just Compensation.

Upon completion of the appraisal and establishment of Just Compensation, BRI will develop the contract and conveyance documents to make the offers and acquire the necessary rights. BRI will then meet with the property owners and convey documents until acceptance or impasse is reached. Finally, BRI will prepare a final file for each parcel, ensuring that it has been quality checked and meets state and federal reporting requirements. BRI will deliver documents and checks to the escrow company, review all documents for submittal to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's Office.

BRI will ensure that all documents including mapping, legal descriptions, deeds, and purchase agreements comply with City and Caltrans standards, and work with Caltrans District 3 Local Assistance as required to obtain Certification.

Scope does not include eminent domain to retain any properties.

Deliverables

- Eleven (11) electronic appraisal reports that meet all state and federal standards. Up to two (2) printed and bound copies will be provided upon request
- Eleven (11) electronic appraisal review certificates that meet all state and federal standards
- Acquisition of permanent and temporary construction easements from eleven (11) parcels
- Completed files on each negotiation, acquisition, and project settlement
- Eleven (11) preliminary title reports
- Facilitation of title and escrow support for eleven (11) parcels
- Completion of land transfer or dedication of City property to Caltrans, as required
- One (1) draft and one (1) Right of Way Certification Document 13-B at certification level 1 or 2, along with all the required accompanying forms and backup documentation

7. Geotechnical

7.1 Foundation Reports

Jacobs will prepare separate foundation reports (FRs) for the pedestrian bridge over I-80 and the non-standard retaining walls.

7.1.1 Subsurface Exploration and Laboratory Testing

Jacobs will retain and schedule the following:

- A geotechnical drilling subcontractor to complete the borings.
- A traffic control subcontractor who will provide temporary traffic control services during the subsurface exploration program (where necessary) in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD) Typical Applications, or Caltrans Standard Traffic Control Plans and/or a modified traffic control system approved by the permit inspector.
- California Highway Patrol to provide the required Construction Zone Enhanced Enforcement services during night work along I-80.
- A private utility locator to clear underground utility conflicts for borings located within Caltrans ROW or on private property. We assume borings within public ROW will be cleared for utilities through USA 811.
- Preparation of a site-specific Health and Safety Plan (HASP) for the subsurface exploration program.

Jacobs will perform the following subsurface exploration plan to provide geotechnical data for preparation of the bridge and non-standard retaining wall FRs:

- I-80/Rocklin Road pedestrian bridge: One boring to a maximum depth of about 70 feet below existing ground surface (bgs) at or near the proposed bent location within the I-80 median (the boring planned in the I-80 median will require night work for two nights), one boring at or near each of the two supports on either side of I-80, and one boring spaced at every other bent or abutment location, where previous boring is not already available, to a maximum depth of about 70 feet bgs. Considering two borings have already been performed near two of the support locations, a total of seven additional borings to a maximum depth of 70 feet are proposed for the pedestrian bridge. If the borings encounter hard rock conditions that require rock coring, the total boring depth will be reduced with a minimum of 30 feet of rock coring.
- Non-standard retaining walls: Two borings spaced approximately 200 to 300 feet apart per wall. The borings will extend to a depth of 25 feet.
- Jacobs will drill the exploratory borings using a truck- or track-mounted drilling rig equipped for auger and mud rotary drilling and rock coring.
- Jacobs will obtain soil samples using standard penetration test or California modified samplers, and 96 millimeter outside hole diameter (HQ) rock core samples at approximate 5-foot intervals. Jacobs will obtain bulk soil samples from the upper 5 feet of the borings.
- Jacobs will log the explorations using visual and manual classification methods in general accordance with the Caltrans 2022 Logging Manual. Jacobs will deliver the samples to a laboratory for soil testing.
- Upon completion, the borings will be backfilled in accordance with Placer County Environmental Health Department permit requirements.

Jacobs will perform the following laboratory tests on selected soil samples obtained from the borings: moisture content, unit weight, sieve analysis, plasticity index, shear strength (unconfined compression, triaxial compression, and/or direct shear), and soil corrosivity (resistivity, pH, sulfates, and chlorides).

Deliverables

- Subsurface Exploration Plan

7.1.2 Draft and Final Bridge Foundation Reports

Jacobs will perform engineering evaluation/analysis and prepare two FRs, one FR for the use in design and construction of the pedestrian bridge and one FR for the non-standard retaining walls in general accordance with the *Caltrans Foundation Reports for Bridges* (January 2021). The FRs will include the following:

- Introduction
- Project description
- Exceptions to policies and procedures
- Geotechnical investigation and laboratory testing program
- Geotechnical conditions (geology, surface conditions, and subsurface conditions)
- Groundwater
- As-built foundation data
- Corrosion evaluation
- Seismic information
  - Ground motion hazard includes estimating site shear wave velocity, using the Caltrans acceleration response spectrum [ARS] online tool to develop the design seismic ARS curve, and providing the soil profile classification according to Caltrans Seismic Design Criteria, Version 2.0.
- Other seismic hazards including surface fault rupture potential, liquefaction/lateral spreading potential, and seismic slope stability.
- Bridge foundation recommendations
  - Discussion of feasible foundation types and foundation type selection.
  - Foundation data and loading information provided by the structural designer.
  - Soil parameters used for foundation design.
  - Foundation design recommendations including axial pile capacity, lateral pile capacity [L-pile software], foundation settlement estimates, and foundation design recommendations table.
  - Pile data table.
- Notes for specifications
- Notes for construction
  - Site-specific geotechnical/geologic construction considerations.
  - Recommended construction observations performed by geotechnical engineer of record.
- Risk management and limitations.
- Report copy list.

- Appendices (vicinity map, geologic map, log of test borings, laboratory test results, ARS curve, and pertinent engineering calculations/software output files).

Jacobs will perform the following:

- Mark exploratory boring locations for Underground Services Alert (USA 811).
- Obtain a Placer County Environmental Health Department Boring Permit necessary to complete field work.

Jacobs will submit the draft FRs for design team and agency review, review and respond to comments, and submit the final FRs after receipt of comments.

Deliverables

- Draft Bridge Foundation Report
- Final Bridge Foundation Report
- Draft Retaining Walls Foundation Report
- Final Retaining Walls Foundation Report

7.2 Geotechnical Design Reports

Jacobs will prepare separate geotechnical design reports (GDRs) for the pedestrian bridge over I-80 and the non-standard retaining walls.

7.2.1 Project Review, Coordination, Underground Service Alert, Health and Safety Plan, and Permits

Jacobs will perform the following:

- Mark exploratory boring locations for Underground Services Alert (USA 811).
- Coordinate with the City to obtain rights of entry necessary to complete the explorations by providing a drilling work plan and access route information.
- Retain and schedule the following:
  - A drilling subcontractor to complete the borings.
  - A traffic control subcontractor who will provide temporary traffic control services during the subsurface exploration program (where necessary) in accordance with California MUTCD Typical Applications, Caltrans Standard Traffic Control Plans, and/or a modified traffic control system approved by the permit inspector.
  - A private utility locator to clear underground utility conflicts for borings located within Caltrans ROW or on private property. Borings within public ROW will be cleared for utilities through USA 811.
- Prepare a site-specific HASP for the subsurface exploration program.

7.2.2 Subsurface Exploration

Jacobs will perform the following subsurface exploration plan to provide geotechnical data for preparation of the GDRs:

- Retaining walls: Two borings to a depth of about 20 feet bgs for retaining wall design. Borings will be spaced approximately every 200 to 300 feet of retaining wall. Three retaining walls are anticipated, requiring six total borings to 20 feet bgs.
- Sign foundations: One boring to a depth of about 35 feet bgs for each sign. Three signs are anticipated: one Changeable Message Sign (CMS) and two overhead signs, requiring three total borings to 35 feet bgs.
- I-80 on-ramp extension widening: Five borings to a depth of 10 feet bgs. Borings will be spaced approximately every 500 feet of roadway widening.

Jacobs will drill the exploratory borings using a truck- or track-mounted drilling rig equipped for auger drilling. If site access is limited the 5-foot-deep borings may be advanced using a hand auger with samples obtained from auger cuttings and using a hand-driven sampler equipped with steel sample liners. Jacobs will obtain soil samples using standard penetration test or California Modified samplers at approximate 5-foot intervals.

Jacobs will log the explorations using visual and manual classification methods in general accordance with the Caltrans 2022 Logging Manual. Jacobs will deliver the samples to a Geotechnical Laboratory for soil testing. Jacobs will backfill the borings upon completion with neat cement grout to within 5 feet of the surface and will fill the remainder with native cuttings or granular material. Borings through existing pavement will be patched with 8 inches of black dye.

7.2.3 Laboratory Testing

Jacobs will perform the following laboratory tests on selected soil samples obtained from the borings: moisture content, unit weight, sieve analysis, plasticity index, shear strength (unconfined compression, triaxial compression, and/or direct shear), R-value, and soil corrosivity (resistivity, pH, sulfates, and chlorides).

7.2.4 Draft and Final Geotechnical Design Reports

Jacobs will perform engineering analysis using the field and laboratory data, and prepare separate draft GDRs for the project improvements in general accordance with the Caltrans Geotechnical Manual, Geotechnical Design Reports, February 2021. The draft GDR will include the following:

- Introduction: Project description and policy exceptions (if necessary).
- Geotechnical investigation: Geologic mapping, subsurface exploration, and laboratory testing.
- Geotechnical conditions: Geology (including aerial photograph review, soil types, geologic units, depth to bedrock, geologic hazards, existing embankment slope stability observations, expansive materials, collapsible soil); surface conditions; subsurface soil and groundwater conditions; and project site seismicity including site seismic parameters, ground motion parameters, fault rupture, liquefaction, lateral spreading, and seismic slope stability analysis parameters.
- Geotechnical analysis and design: Project design information, soil engineering properties, geotechnical models and analyses for embankment stability/settlement, and retaining wall design as necessary.
- Geotechnical recommendations: Embankments, sign foundations, retaining walls, and general slope erosion control measures. Jacobs will include pavement section recommendations for the roadway improvements outside Caltrans ROW.
- Notes for specifications.
- Notes for construction (advisories, construction considerations that influence design, and differing site conditions).

- Appendices (vicinity map, geologic map, boring location plan, boring logs, laboratory test results and summary table, photographs, and pertinent calculations/analyses).

Jacobs will submit draft GDRs for agency review, review and respond to comments, and submit final GDRs that addresses the comments. Jacobs will ensure the following:

- Jacobs' subsurface exploration program includes up to four mobilizations.
- Caltrans and the City will allow at least 8 hours of daytime traffic control. Traffic control will not be required while marking for utilities.
- Boring locations will be readily accessible with the proposed drilling equipment (that is, the site will not be too soft to support equipment nor will it have obstructions such as fences, ditches, and irregular topography that prevent access for drilling). Rutting or damage to soil/crops will be repaired by and at the expense of others.
- Any potential wetland or biologically/culturally sensitive areas along our proposed access routes and in boring areas will be marked in the field by others prior to drilling so Jacobs can avoid affecting these areas. Jacobs will not be responsible for negative impacts to unmarked wetland or other sensitive areas.

Deliverables

- Draft Geotechnical Design Report
- Final Geotechnical Design Report

7.3 Materials Report

Jacobs assumes that Caltrans will provide pavement design recommendations for the project, including pavement rehabilitation recommendations, using their proprietary CalMe software that is not currently available for use by private consultants. Jacobs' scope of services for the GDR includes performing R-value tests on near-surface soil samples collected from the borings to provide Caltrans with R-value data for consideration in their design.

Jacobs will evaluate the data obtained for the GDR to prepare and submit a draft Materials Report. The Materials Report will include R-value data for pavement design by Caltrans, and conclusions and recommendations regarding soil corrosivity for new culverts/culvert extensions following current Caltrans guidelines. The Materials Report will include the following sections:

- Scope
- Project description
- General subsurface conditions
- Laboratory testing (soil corrosivity and R-value test summary)
- Soil corrosivity (including acceptable pipe materials and minimum gauge thickness for metal culverts)
- Limitations
- Site plan with sample locations
- Soil corrosivity design calculations

Jacobs will submit a draft Materials Report for design team and agency review, review and respond to comments, and submit a final Materials Report that incorporates the comments, as necessary.

Deliverables

- Draft Materials Report
- Final Materials Report

8. Environmental

8.1 Phase II Initial Site Assessment

Blackburn will conduct a Phase II site assessment in general accordance with ASTM International (ASTM) E1903-19 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.*

8.1.1 Project Coordination, Underground Service Alert, Permits, and Site Review

Blackburn will perform the following:

- Review project plans with the ROW acquisition team.
- Prepare a limited HASP for site investigation.
- Visit the site to mark boring locations for Underground Services Alert notification.
- Retain a drilling subcontractor to advance soil borings using direct-push method.
- Retain a traffic control subcontractor to provide traffic control services.
- Obtain a City Encroachment Permit. We assume the City will waive permit fees and we can operate under Standard Caltrans Plans or CA MUTCD Typical Applications.
- Obtain a Placer County Boring Permit.
- Retain a private utility locator to clear borings located outside of City ROW.

Jacobs will obtain a Caltrans Encroachment Permit and provide the required rights of entry to access Assessor's Parcel Number 045-110-015 to perform the subsurface investigation.

8.1.2 Subsurface Investigation

Blackburn's engineer or geologist will perform the following:

Direct the drilling subcontractor to core through the existing concrete/asphalt at three locations.

Direct the drilling subcontractor to advance three borings to 10 to 15 feet bgs, or until refusal.

- Collect soil samples at five depth intervals below the paved surface:
  - 1 to 1.5 feet bgs (directly below pavement section)
  - 3 to 3.5 feet bgs
  - 7 to 7.5 feet bgs
  - 11.5 to 12 feet bgs
  - 14.5 to 15 feet bgs
- Collect one groundwater grab sample per boring (if groundwater is encountered).
- Label containers with the sample time, date, location, depth, and sampler's initials.
- Clean sampling equipment with an Alconox wash solution and a distilled water rinse between each boring location.

- Pack samples in a cooled ice chest and prepare continuous chain-of-custody documentation.
- Ship the samples to an accredited analytical laboratory.
- Discharge wash and rinse water to the ground surface.
- Backfill borings in accordance with Placer County Boring Permit requirements and patch pavement with neat cement (dyed black where necessary to match existing asphalt).
- Record photoionization detector readings during drilling and sampling operations to measure volatile chemical concentrations.

8.1.3 Laboratory Testing

The analytical lab will test up to 15 soil samples and 3 water samples for the following:

- Cam-17 Metals by U.S. Environmental Protection Agency (EPA) method 6010B.
- Total petroleum hydrocarbons (TPH) as gasoline/diesel/motor oil by EPA method 8015B.
- Volatile organic compounds, including benzene, toluene, ethylbenzene, and xylene (BTEX), by EPA method 8260B.

Laboratory QA will consist of method blanks and spiked samples.

8.1.4 Asbestos-containing Material and Lead Paint

The EPA, National Emission Standards for Hazardous Air Pollutants, 40 *Code of Federal Regulations* Part 61 – Nov. 20, 1990, require structures proposed for demolition or modification be surveyed by a certified inspector for asbestos-containing material (ACM) and lead paint.

Blackburn will retain a California Certified Asbestos Consultant and California Department of Public Health Certified Lead Inspector to evaluate the presence of ACM and lead paint at the existing I-80/Rocklin Road interchange bridge structure. To complete the ACM and lead paint assessment, Blackburn will subcontract a Certified Asbestos Consultant/Certified Lead Inspector to perform the following:

- Perform a visual assessment of the bridge, including sampling suspect materials for ACM and lead.
- ACM will be evaluated with the collection of up to 10 bulk samples analyzed for asbestos by polarized light microscopy (PLM).
- Lead paint will be evaluated with the collection of up to three bulk paint chip samples that will be analyzed for lead by flame atomic absorption spectroscopy (AAS).
- The subcontractor will prepare a written report that identifies type, location, and estimated quantity of identified suspect ACM or lead materials.

Blackburn will summarize the results in the Phase II Report.

8.1.5 Report

Blackburn will prepare a final Phase II Report that contains the following:

- Scope of services
- Site description
- Subsurface conditions
- Analytical laboratory test results

- Conclusions and recommendations
- Limitations and risk mitigation
- Vicinity map
- Site plan showing approximate boring locations

Deliverables

- One final Phase II Report (.pdf)

8.2 California Environmental Quality Act and National Environmental Policy Act Revalidation

Jacobs will prepare a National Environmental Policy Act (NEPA)/California Environmental Quality Act (CEQA) Re-Validation Form including any updates to the project description, environmental analysis, and applicable figures. Jacobs will prepare the draft and draft final NEPA/CEQA Re-Validation Form deliverables, including two rounds of Caltrans comments, and submittal of a final Re-Validation Form. Since the environmental document did not result in the need for permits, revisions to the project description and project figures will be minimal, and technical studies will not require revisions. The Jacobs environmental team will review each of the 65%, 95%, and 100% design drawings to ensure consistency with environmental requirements. For 95% and 100% design drawings, Caltrans will prepare Standard Special Provisions based on the approved final environmental document. Caltrans will also prepare the Environmental Commitments Record and the Environmental Certification.

9. 35% PS&E

9.1 Structures Type Selection

A bridge Type Selection Report will be developed for the project's selected preferred alternative. Up to three (3) different structure types and construction methods will be incorporated into the Type Selection Report. The recommended bridge type will consider economy, safety, environmental impacts, and aesthetics. The report will be developed in accordance with the requirements of Caltrans' Bridge Design Aids Manual and requirements outlined in Caltrans' Office of Special Funded Projects Information and Procedure Guide. The bridge Type Selection Report will include preparation of a General Plan sheet with plan, elevation, and section views, and a Foundation Plan sheet. The plans will be developed in sufficient detail to preview what will be constructed and to develop an order-of-magnitude construction cost estimate.

A retaining wall Type Selection Report will be developed for up to two (2) non-standard plan retaining walls. The report will include a discussion addressing geometrics, geotechnical recommendations, aesthetics, stage construction considerations, and recommended structure types. The retaining wall Type Selection Report will provide a General Plan sheet and an order-of-magnitude construction cost estimate.

Jacobs will respond to up to one round of review comments from City and Caltrans. Jacobs will prepare for and attend a type selection review meeting to discuss foundation requirements, hydrological requirements, falsework requirements, environmental impacts, seismic and aesthetic considerations, traffic handling, staging, and construction costs.

Deliverables

- Responses to up to one (1) round of City and Caltrans comments
- Participation in one (1) type selection meeting with Caltrans to address both bridge and retaining wall Type Selection Reports
- Draft and Final Type Selection Reports

9.2 35% Plans

Plans will be prepared in compliance with the Caltrans Plans Preparation Manual and CADD User's Manual. The plan set will include the following:

- Title sheet
- Key map
- Survey control diagram
- Typical cross sections
- Layouts (50 scale)
- Profiles and superelevation diagrams, as needed
- Construction details (alignment data)
- Stage construction index sheets
- Diverging Diamond Interchange (DDI) pavement delineation concept drawings

A technical workshop will be held with Caltrans Headquarters and District 3 design staff to review design guidance for sign, pavement delineation, lighting, and traffic safety systems of the DDI because there is no current Caltrans guidance.

Deliverables

- 35% plans
- Responses to City comments on the 35% design submittal
- Responses to Caltrans comments on the 35% design submittal
- DDI technical review workshop memorandum

9.3 Prepare 35% Cost Estimates

Jacobs will prepare quantities and unit costs for the 35% design. Approximate quantities for major construction items will be determined and unit costs will be applied based on Caltrans contract cost data and recent applicable bid results.

Deliverables

- 35% project cost estimate summary

9.4 Supplemental Design Standard Decision Document and Policy Exceptions Memorandums

Jacobs will prepare a supplemental Design Standard Decision Document (DSDD) for non-standard design elements of the project within Caltrans ROW that were not submitted and approved during PA&ED. The project will be reviewed for the identification of non-standard features in accordance with Caltrans Highway Design Manual, Chapter 80, "Application of Design Standards," Tables 82.1A and B for Bold and Underlined Standards. Exceptions identified will be included in the DSDD for review and approval by Caltrans. Jacobs will revise the DSDD in response to up to two rounds of Caltrans comments. The DSDD will document up to five new non-standard design exceptions. Jacobs will update and submit a Fact Sheet Exception to Ramp Metering Policy to Caltrans District 3 Office Chief of Traffic Operations to omit the HOV [High-occupancy Vehicle] Ramp Preferential Lanes and California Highway Patrol Ramp Enforcement Areas on the eastbound and westbound on-ramps.

Deliverables

- DSDD (draft and final)
- Responses to up to two (2) rounds of DSDD Caltrans comments
- Responses to up to one (1) round of City comments
- Fact Sheet Exception to Ramp Metering Policy (draft and final)
- Responses to up to two (2) rounds of Fact Sheet Caltrans comments

9.5 Draft Drainage Report

To document the cross-drainage engineering and design, Jacobs will prepare a 35% draft Drainage Report and submit it along with the 35% PS&E submittal package. This report will use the data developed in the preliminary Drainage Report, prepared by Jacobs during PA&ED phase. The draft Drainage Report is anticipated to include the following:

- General offsite and onsite drainage design assumptions.
- Existing drainage characteristics.
- General proposed drainage characteristics (both on-site and off-site).
- Calculations with tabulations of areas, runoff coefficients, time of concentrations rainfall intensity, and runoff.
- Hydraulic calculations for sizing of ditches, drainage piping, inlets, and rip rap.
- Drainage basin mapping.
- The 35% drainage report will summarize existing and proposed project conditions. Detailed analysis is limited to cross drainage systems.
- Agencies will provide available engineering information (as-built plans, survey and digital field data, reports, design flows, ROW data, and review conditions) within a reasonable time upon request.
- Responses to comments on each subsequent submittal will be incorporated into the next submittal.
- Hydrology
  - TR-55 and Caltrans regression equations will be used to develop design flows for offsite watersheds.
  - Rainfall intensity-duration-frequency curves are readily available. Detailed statistical analysis of rainfall events and continuous simulation modeling are not included.
- Hydraulics
  - Inlet capacity calculations will be performed using Highway Design Manual and HEC-22 standards, such as, Caltrans' "On-Drain" calculations spreadsheet.
  - Storm drain and culvert hydraulic calculations will be performed using a storm water management model or water surface pressure gradient for windows version 14.
  - Floodplain analysis and detailed river system hydraulic analysis for Secret Ravine is not included.
  - Stage and temporary drainage systems are not expected to be required. No additional effort is included for temporary drainage systems.

Deliverables

- Draft Drainage Report
- Responses to City comments on the draft Drainage Report
- Responses to Caltrans comments on the draft Drainage Report

10. 65% PS&E

10.1 65% Plans

Jacobs will further develop the plans to a 65% design level including the sheets listed below:

Sheet Title	Anticipated Sheet Count
Title Sheet	1 Sheet
Typical Sections	10 Sheets
Key Map	1 Sheet
Survey Control Diagram	1 Sheet
Layouts	10 Sheets
Profiles/Superelevation Diagrams	8 Sheets
Construction Details	30 Sheets
Temporary Water Pollution Control Plan	5 Sheets
Contour Grading	10 Sheets
Drainage Plan	10 Sheets
Drainage Profiles	5 Sheets
Drainage Details	10 Sheets
Drainage Quantities	10 Sheets
Utility Plan	10 Sheets
Construction Area Signs	1 Sheet
Motorist Information Plan/Details and Quantities	8 Sheets
Motorist Information Details	1 Sheet
Motorist Information Quantities	1 Sheet
Stage Construction Index Sheets	6 Sheets
Stage Construction and Traffic Handling Plans	36 Sheets
Stage Construction Details	5 Sheets
Stage Construction Quantities	5 Sheets
Pavement Delineation Plans	10 Sheets
Pavement Delineation Details	6 Sheets
Pavement Delineation Quantities	2 Sheets
Sign Plans	10 Sheets
Sign Details	15 Sheets
Sign Quantities	6 Sheets
Summary of Quantities	6 Sheets
Roadway Retaining Wall Plans	8 Sheets

Sheet Title	Anticipated Sheet Count
Maintain Existing Planted Area	4 Sheets
Irrigation Plans	6 Sheets
Planting Plans	12 Sheets
Permanent Erosion Control Plans	5 Sheets
Electrical Notes and Abbreviations	1 Sheet
Removing Signal and Lighting Systems (Two Locations)	2 Sheets
Signal and Lighting System (Two Locations)	4 Sheets
Modifying Interconnection Conduit and Cable (Signal Interconnect)	4 Sheets
Modifying Lighting Systems (Highway Lights)	4 Sheets
Modifying Lighting Systems (City Lights – Rocklin Road)	2 Sheets
Lighting System (City Lights – New Pedestrian Trail)	4 Sheets
Camera System (Location to Be Determined)	1 Sheet
Modifying Changeable Message Sign Systems (Relocate CMS @ I-80 WB 205+50)	1 Sheet
Modifying Camera Systems (Relocate CCTV @ I-80 WB 205+60)	2 Sheets
Modifying Ramp Metering Systems (RM @ I-80 WB On-ramp)	2 Sheets
Modifying Traffic Monitoring Stations (Relocate TMS @ I-80 WB 188+20)	1 Sheet
Electrical Details	15 Sheets
Electrical Quantities	4 Sheets
Bridge Plans	25 Sheets
Structural Retaining Wall Plans	5 Sheets
Log of Test Borings	2 Sheets

CCTV = closed-circuit television
RM = Ramp Metering
TMS = Traffic Monitoring Stations
WB = westbound

Deliverables

- 65% plans
- Response to City comments on the 65% design submittal
- Response to Caltrans comments on the 65% design submittal
- Adjudicated responses to one (1) round of City comments on the 35% design submittal
- Adjudicated responses to one (1) round of Caltrans comments on the 35% design submittal

10.2 65% Design Level Bridge Plans and Unchecked Structural Design Calculations

Jacobs will prepare unchecked structural calculations and bridge plans developed to a 65% level of completion for the bridge type and configuration approved during the 35% design phase. The plans and

calculations will be developed in accordance with Caltrans design standards. The structure type is anticipated to be a cast-in-place concrete box-girder or precast concrete box girder bridge. This submittal will represent a complete, unchecked set of bridge construction documents ready for independent design check.

Deliverables

- 65% bridge plans

10.3 Engineer's Estimates of Probable Construction Cost

Jacobs will provide a cost estimate developed to a 65% design level for the project. The engineer's estimate of probable construction cost for the project will be prepared using the most recent Caltrans cost data that reflect the location of the project and the quantity of each item, as well as any cost data made available by the City.

Deliverables

- Estimate and constructability review memorandum
- 65% Basic Engineering Estimating System

10.4 Project Specifications and Special Provisions

Jacobs will prepare an unedited project Special Provisions based on 2022 Caltrans Standard Special Provisions, Caltrans Standard Specifications, and City construction contract standards. For the package outside of Caltrans ROW, City will allow reference to Caltrans Standard Specifications. Caltrans Standard Special Provisions will need to be included in full in the technical specification package.

Deliverables

- 65% unedited Special Provisions (.pdf format) for each package

10.5 Internal Independent Estimate and Constructability Review

Following preparation of the 65% PS&E package, Jacobs will perform an internal independent estimate and constructability review on the unit prices developed in the engineer's estimate, the construction schedule, and general constructability of the proposed improvements. Jacobs' estimators will use the latest Caltrans contract cost data for Placer County and District 3 and, if needed, adjacent district cost data to allow for more comprehensive pricing.

Jacobs will include average yearly escalation according to the Caltrans construction cost indices and forecast.

Jacobs will prepare a memorandum summarizing the low and high range of the unit costs, current market conditions, estimate method, cost resources, major assumptions, and excluded costs.

Deliverables

- One (1) estimate and constructability review memorandum (.pdf format)

10.6 Drainage and Stormwater Data Report

Jacobs will collect and respond to comments from the City and Caltrans on the 35% Draft Drainage Report and incorporate changes into the 65% PS&E Drainage Report. Where comments conflict, Jacobs will meet with the City and Caltrans to resolve comments and identify the appropriate changes needed.

In support of the 65% drainage design phase, and subsequent PS&E package submittals, Jacobs will update the draft Drainage Report to document the design, engineering, and analysis. The report will support the drainage plans, profiles, details, and quantities.

Jacobs will prepare a draft PS&E phase Stormwater Data Report (SWDR) based on the drainage and stormwater design. The draft SWDR will be submitted with the 65% phase PS&E submittal. Subsequent submittals will be made with each PS&E submittal. Water quality data will be updated based on the PA&ED phase report. The SWDR will include summary descriptions of the treatment and construction site Best Management Practice (BMP) deployment strategies, and cost estimates commensurate with the design phase. The SWDR will be prepared in accordance with Caltrans standards and templates in place as of the date of the contract, such as, the 2017 Plans Preparation Design Guide.

Jacobs will ensure the following:

- The 65% Draft Drainage Report and subsequent drainage reports will reflect all proposed drainage conditions.
- Treatment BMP design is based on BMPs identified in the PA&ED phase SWDR.
- Updates to Caltrans standards after the date of the contract may be promulgated, and project approval may be contingent on implementing new standards.

Deliverables

- 65% Drainage Report
- Responses to City comments on the 65% Drainage Report
- Responses to Caltrans comments on the 65% Drainage Report
- 65% Stormwater Data Report
- Responses to City comments on the 65% SWDR
- Responses to Caltrans comments on the 65% SWDR

10.7 Electrical System and Sign Installation

Wood Rodgers will prepare PS&E for installing and modifying the electrical system within the project areas including traffic signals, ramp metering, lighting, closed-circuit television, CMS, and signal interconnect. The design team will confer with the Caltrans District Electrical Design, Maintenance, and Construction as necessary to confirm project assumptions. Wood Rodgers will perform the design and modification of the electrical systems as necessitated in accordance with the latest Caltrans Standard Plans and Specifications, CA-MUTCD, Roadway Lighting Manual, and Ramp Metering Design Guide. This scope of work anticipates draft submittals review and comment. The design team will address comments from the review and submit a final PS&E set for approval.

Wood Rodgers will prepare the design for the signal installation at I-80/Rocklin Road off-ramp intersection and on-ramp intersections, and relocate existing ramp meters, lighting, and beacons along I-80 within the project limits. Wood Rodgers will also prepare signing and pavement delineation plans within the project limits. This scope of work assumes no new Intelligent Transportation Systems elements will be installed, nor will existing unaffected signs require upgrade to current reflective sheeting standards. Anticipated plan sheets are included in the Sheet List provided under Task 10.1.

10.8 Signing and Striping

Wood Rodgers will develop plan sheets to a 65% design level. The anticipated sheet count below is based on the project Geometric Approved Design (GAD). Draft Technical Specifications and Engineer Estimates will be included in this submittal.

10.9 Caltrans Constructability and Safety Review Meeting

According to Caltrans Design Directive D-18 dated March 23, 2021, all projects with ***ROW requirements*** or utility relocations, regardless of scope and complexity, will conduct a staging and constructability review. Caltrans District 3 staff will take the lead in setting up the meeting and inviting internal staff for the review. Jacobs will prepare the necessary documents for review. Caltrans will provide a memorandum with comments that need to be addressed; Jacobs will provide a response to each comment for Caltrans files and incorporate any required changes into the proposed alternatives.

Deliverables

- Memorandum to Caltrans with responses from the constructability and safety review meeting
- Attendance at one (1) constructability and safety review meeting

10.10 Transportation Management Plan (TMP)

Jacobs will prepare a Draft and Final TMP for the final design and construction sequencing. The TMP will be prepared in accordance with Caltrans and other affected agency standards in order to maintain traffic during construction.

Deliverables

- Draft Transportation Management Plan
- Responses to City comments on the 65% TMP
- Responses to Caltrans comments on the 65% TMP

11. 95% PS&E

11.1 95% PS&E

Jacobs will provide a written response to City and Caltrans comments on the 65% design submittal and incorporate reconciled comments into the 95% design. Jacobs will update the PS&E documents to a 95% level of completion based on the agreement and resolution of the City and Caltrans comments.

An independent bridge design check will be performed by an engineer not involved in the initial design of the project. It will consist of a re-analyzation of the bridge, verification of member capacities, and review of the bridge plans and draft Special Provisions. The independent designer will prepare a list of comments to be addressed by the designer. The designer and checker will adjudicate comments and revise plans and calculations accordingly.

Jacobs will further develop the plans to a 95% design level.

Deliverables

- 95% plans
- 95% Special Provisions
- 95% engineers' cost estimate with bid item list
- Responses to City comments on the 95% design submittal
- Responses to Caltrans comments on the 95% design submittal
- Adjudicated responses to Caltrans comments on the 65% design submittal
- Adjudicated responses to City comments on the 65% design submittal

11.2 95% Drainage and Stormwater Data Report

Jacobs will update the draft Drainage Report and SWDR based on design changes during the 95% design phase.

Assumptions

- Up to one meeting will be required after 95% submittal phases to resolve comments. Jacobs assumes that all comments will be fully resolved after the meeting and will document comments and resolutions in meeting minutes.

Deliverables

- 95% Drainage Report
- 95% Stormwater Data Report

11.3 95% Transportation Management Plan

Jacobs will update the draft TMP based on design changes during the 95% design phase.

Deliverables

- 95% Draft Transportation Management Plan

- Responses to City comments on the 95% TMP
- Responses to Caltrans comments on the 95% TMP

12. 100% PS&E

12.1 Update 95% PS&E for Final 100% Design

Jacobs will provide a written response to City and Caltrans comments on the 95% design submittal and incorporate reconciled comments into the final 100% design. Jacobs will update the PS&E documents to a final 100% level of completion for submittal to the City. This submittal will represent the final contract documents that will be issued for bid and construction.

Jacobs will prepare a comprehensive three-dimensional model for verifying earthwork quantities. Walls and bridge will not be included in the model. Jacobs will prepare design cross sections as supplemental information for the Resident Engineer and potential contractors. Cross sections will be provided at 100-foot intervals along mainline, 50-foot intervals along ramps, if applicable, and at critical design points.

Deliverables

- Adjudicated response to City comments on the 95% design submittal
- Adjudicated response to Caltrans comments on the 95% design submittal
- Final 100% plans with cover sheet, stamped and signed by the responsible professional engineer
- Final 100% Special Provisions, original stamped and signed by the responsible professional engineers
- Final 100% bridge structural design calculations and check calculations, stamped and signed by the responsible professional engineer, for each bridge
- Final 100% engineers cost estimate
- Final 100% bridge quantity and check quantity calculations
- Final 100% Drainage Report
- Final 100% Stormwater Data Report
- Final 100% Transportation Management Plan

12.2 Resident Engineer File

A Resident Engineer file will be prepared in accordance with guidance in the Caltrans Project Development Procedures Manual, Appendix GG and will include, but not be limited to, special instructions or information, drawings, falsework assumptions and sketches, quantity calculations and summary sheets, as-built plans of the existing roadways, joint movement rating calculations, and deck contours (4-scale plots and other pertinent information).

A survey file will be prepared in accordance with the Caltrans Project Development Procedures Manual, Appendix QQ. This will include preparation of the project cross sections and slope stake notes.

Deliverables

- Resident Engineer file (.pdf format)
- Survey file

13. Bidding and Award Services

Jacobs will support the City during bidding. Jacobs will prepare for and attend the pre-bid meeting. It is assumed the City will advertise the project. Services include:

- Address requests for information (RFIs) from contractors during bidding, providing clarification of proposed design and intent (10 RFIs assumed).
- Prepare and issue design addenda including revised sheets and/or technical specifications (two addenda assumed).
- Evaluate bids received and compare with engineer's estimate.
- Assist the City with post-bid review of required Local Assistance Procedures Manual (LAPM) documentation.
- Only one bid period and one contract will be needed.
- Bid support will occur for up to 4 months.

Deliverables

- Provide support information for pre-bid meeting, answer questions, and provide addenda as needed
- Attend one (1) pre-bid meeting
- Provide responses to up to ten (10) RFIs during bidding at 4 hours each
- Design addenda drawings and technical specifications (assume three [3] addenda at 80 hours each)
- Bid review focusing on unit prices that vary from engineer's estimate more than 10% and have a significant impact on overall bid price

14. Services During Construction

Jacobs will support the City during construction. Jacobs will attend up to 15 site visits to review construction progress with up to three staff at each visit. Jacobs will provide as-needed engineering services to support the City during construction. Jacobs will perform the following:

- Attend transition meeting with City and construction management firm.
- Attend pre-construction kickoff meeting.
- Assist with project closeout activities.
- Site Visits: Perform field visits, as necessary and as requested by the City. The 15 site visits may also involve attending weekly construction meetings.
- RFI Response Submittals: Review and respond to RFIs during construction for roadway, drainage, utilities, signing and striping, traffic signals, traffic control, ROW, landscaping, and structures.
- Prepare Change Orders: Prepare seven (7) number of change orders at forty (40) number of hours as necessary and as requested.
- Review Shop Drawings: For the bridges and precast reinforced concrete box culverts, review and comment on shop drawings prior to construction.
- Record Drawings: Create a record drawing set at completion of construction based on redlines prepared by the City's construction management consultant.
- Construction Management Services are not included
- Slope Stake Notes are not included

Deliverables

- Responses to up to forty (40) RFIs during construction at 4 hours each.
- Up to seven (7) Change Order plan submittals
- Review and approval of shop drawings/submittals (six submittals at 24 hours each assumed).
- Attendance at up to 15 site visits with up to three staff each visit.
- Complete Record Drawings

15. Optional Support Services

Upon written approval from the City, consultant shall develop exhibits, attend meetings, and provide data requests to the City for their use during stakeholder meetings and/or for internal coordination and discussions. Consultant shall provide up to 2,040 hours of as-needed Project support.

EXHIBIT C - SCHEDULE OF FEES

		Principal-In-Charge	Project Manager	QA/QC	Deputy Project Manager	Engineering Lead	Senior Roadway Engineer	Junior Roadway Engineer/ Maintenance of Traffic	Junior Roadway Engineer	Roadway/ Geotechnical CADD Technician	Traffic Management Plan	Specifications Specialist	Senior Landscape Architect	Junior Landscape Architect	Landscape QA/QC	Landscape CADD	Structures Lead	Senior Bridge Engineer	Bridge Engineer	Junior Bridge Engineer	Structures CADD Technician
		Bonneau, Leslie	McNeel-Caird, Luke	Reinking, Lauren	Kellogg, Ashley	Robinson, Mike	MacGregor, Andrew	Nguyen, Jaqueline	Xie, Jessica	Vejar, Obee	Cabrera Ventura, Alfredo	Ongawan, Birgitta	Kringel, Adam	Alrawi, Haleem	Kummer, Shawn	Vejar, Obee	Elwood, Jennifer	Thomure, Jeff	Bullingham, Jennifer	Carragher, Nathan	Walker, Patrick
Task 1	Project Management	20	400		150	80															
Task 2	Surveying		10		20	20	40						20	40							
Task 3	Public Outreach	20	200			20		40													
Task 4	Funding Strategy	20	200			40		40													
Task 5	Utility Coordination		20		40	40	40	60													
Task 6	Right-of-Way		120		20	60			40												
Task 7	Geotechnical		20			20		20		80							40				
Task 8	Environmental		20																		
Task 9	35% PS&E	20	60	80	80	300	200	250	150	300			100	100	20	20	62		100	8	124
Task 10	65% PS&E	20	120	80	100	400	300	500	250	400	80	200	160	160	40	20	254		400	36	400
Task 11	95% PS&E	20	80	40	60	200	240	240	120	200	60	150	100	100	20	20	198	216	100	242	216
Task 12	100% PS&E	20	140	40	40	160	80	200	100	160	40	100	60	60	10	10	56	46	60	54	76
Task 13	Bidding and Award Services	20	40	20		60	60	60	40	80	40	40									
Task 14	Services During Construction	20	220	20		200		100		100							112		128		40
Task 15	Optional Support Services		200			200		200		200											
TOTAL		**180**	**1850**	**280**	**510**	**1800**	**960**	**1710**	**700**	**1520**	**220**	**490**	**440**	**460**	**90**	**70**	**722**	**262**	**788**	**340**	**856**

	Structures QA/QC	H&H/ Stormwater Lead	H&H/Drainage Technician	Stormwater Technician	H&H/ Stormwater CADD Technician	Geotechnical Lead	Materials Report	Geotechnical QA/QC	H&H/ Stormwater QA/QC	Environmental Lead/ Permitting	Environmental Planner	Enviornmental QA/QC	Cost Estimating Lead	Cost Estimating Support	Cost Estimating QA/QC	Washington, DC Funding Liason	Grants Lead	Grants Writer	Economist B/C Analysis	State Funding Strategy Support
	Brady, Mark	Huang, Erin	Ackermann, Brennan	Carr, Sam	Vejar, Obee	Mayer, Andrew	Tian, Ping	Harris, Dean	Henderson, Rob	Petersen, Julie	Lauritzen, Erik	Franck, Matt	Hults, Rick	Eklund, Jereme	Kamph, Benjamin	Sarmiento, Victor	Peck, Brian	Frank, Sophie	Wilhelm, Christopher	Kukreja, Charu
Task 1										20										
Task 2																				
Task 3																				
Task 4																40	200	200	80	40
Task 5																				
Task 6																				
Task 7						700	120	140												
Task 8										40	40	20								
Task 9	16	120	200						20				80	20	8					
Task 10	70	250	150	100	150				40				60	16	8					
Task 11	108	200	200	120	200				30				40	8	8					
Task 12	16	150	150	100	150				20				28	8	8					
Task 13													20							
Task 14	8												20							
Task 15										200			200				200	200	200	
	218	**720**	**700**	**320**	**500**	**700**	**120**	**140**	**110**	**260**	**40**	**20**	**448**	**52**	**32**	**40**	**400**	**400**	**280**	**40**

Jacobs

	3D Visual Director	3D Modeler Artist	3D Modeler Texture	2D/3D Motion Artist	Bidding Services Adminstration	Graphcis	Editor/ Word Processor	Jacobs Labor Hours	Jacobs Total Labor	Expenses	AIM	Taber Drilling	Blackburn Consulting	Bender Rosenthal	Wood Rodgers	TOTAL LABOR & EXPENSES
	Allison, Gary	Braxton, Walter	Carr, Sam	Lin, Wendy	Bridges, Liz	Loofbourrow, Jennifer	Brandt, Celeste									
Task 1								670	$ 155,969	$ 10,865						$ 166,834
Task 2								150	$ 24,690	$ 500					$ 48,000	$ 73,190
Task 3						120		400	$ 73,629	$ 3,000	$ 42,000					$ 118,629
Task 4	20	200	40	40		120	120	1400	$ 195,990	$ 30,000	$ 12,000					$ 237,990
Task 5								200	$ 35,815	$ 500					$ 201,000	$ 237,315
Task 6								240	$ 53,376	$ 500				$ 142,000	$ 90,000	$ 285,876
Task 7							40	1180	$ 174,655	$ 30,000		$ 200,000				$ 404,655
Task 8								120	$ 18,721	$ 3,000			$ 31,000			$ 52,721
Task 9								2438	$ 369,883	$ 2,500						$ 372,383
Task 10								4764	$ 724,909	$ 1,500					$ 376,000	$ 1,102,409
Task 11								3536	$ 530,075	$ 1,500						$ 531,575
Task 12								2142	$ 316,128	$ 1,500						$ 317,628
Task 13					100			580	$ 89,715	$ 5,000						$ 94,715
Task 14					100			1068	$ 199,083	$ 5,000						$ 204,083
Task 15		200			40			2040	$ 299,380	$ 620						$ 300,000
	20	**400**	**40**	**40**	**240**	**240**	**160**	**20,928**	**$ 3,262,015**	**$ 95,985**	**$ 54,000**	**$ 200,000**	**$ 31,000**	**$ 142,000**	**$ 715,000**	**$ 4,500,000**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Quarry Park Amphitheater Production Management Agreement

Date: January 9, 2024

Submitted By: Jeff Scanlon, Administrative Analyst

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Agreement with Ineffable Music Group, Inc., for Production Management at Quarry Park Amphitheater.

Background:
On September 5, 2023, staff issued a Request for Proposal (RFP) for Production Management at Quarry Park Amphitheater. The purpose of the RFP was to seek a qualified company with experience in producing special events, concerts, and festivals to assist the City with year-round operations at Quarry Park Amphitheater. Specific services to be included in this project are production, marketing, talent acquisition, staffing, and hospitality management.

The City received one qualified response to the RFP from Ineffable Music Group, Inc. (Ineffable). After interviewing the applicant and reviewing their proposal, staff determined that Ineffable was a qualified candidate to operate the venue.

Ineffable was founded in 2006 and owns and/or operates concert venues and festivals, with an emphasis on secondary markets and community building. The venues include The Catalyst in Santa Cruz, The Golden State Theatre in Monterey, Cornerstone Berkley, Fremont Theatre San Luis Obispo, Ventura Music Hall, Felton Music Hall, Mystic Theatre Petaluma as well as California Roots Music and Arts Festival and Levitate Music and Arts Festival. Ineffable has produced over 10,000 concerts since 2006, with audience sizes ranging from 50 people to over 20,000 people per event. Ineffable has 17 years of experience in acquiring talent and managing contracts, show productions, marketing, staffing and logistics, as well as food and beverage service. Ineffable books over 1,000 concerts per year, mainly in secondary California markets, and deals with all the major agencies on a routine basis. Ineffable uses industry-leading practices to properly market each show, selling over 500,000 tickets per year. They have a full-time staff of over 30 industry professionals across all positions.

Staff and Ineffable have spent the last two months negotiating key terms and deal points to reach a mutually beneficial agreement. Below are the key terms of the agreement as

negotiated and agreed upon by City staff and Ineffable:

1. General Terms
   - Three-year agreement, with the ability two additional one-year extensions, with the ability to make amendments and adjustments to the existing agreement after the first year.
   - Contractor shall produce a minimum of eight (8) events during the first year of operations.
   - Contractor agrees and understands that when the Venue is not being used by Contractor or City for an Event, the Venue will be open and accessible as a public park.
   - City shall have final approval of all artists prior to entering into a contract with an artist for an event.

2. Contractor Responsibilities
   - Contractor has exclusive right to book the venue.
   - Contractor shall be responsible for the production and promotion of all Events, excluding City-produced Events.
     - Talent Acquisition and Payments
     - Production Management
     - Sound & Lighting
     - Artist Hospitality
     - Ticketing
     - Marketing
     - Sponsorships
   - Contractor shall be responsible for all Event Management Staffing (Ticketing Manager, Production Manager, Promoter, and Artist Relations).
   - Contractor shall have the right to rent the venue to a third party for events.
   - Contractor will manage all ticket sales and manage ticket software.
   - Contractor will provide master calendar of events, bookings, concerts, rentals, and venue operations.
   - Contractor will produce a master plan for each event and submit to City for review.

3. City Responsibilities
   - City will provide all local, day-of event staff.
     - Gate Staff
     - Janitorial Staff
     - Ushers
     - Setup & Breakdown Staff
     - Fencing
     - Parking
   - City will be responsible for venue security, EMS, fencing, and restrooms.
   - City shall be solely responsible for all parking operations at the venue for all events.
   - City shall be solely responsible for all food vendor operations at the venue for all events.
   - City shall retain responsibility and control over the venue for all days that are not reserved by Contractor.
   - City shall have the right to reserve time at the venue to host up to ten (10) events each Operating Season.
   - City will provide all routine maintenance, general upkeep, and general repairs for venue.

4. Contractor Operations Costs & Revenues
   - Contractor shall be responsible for all event production costs, which includes all costs associated with event operations not otherwise addressed in the Agreement.
     - Artist Contracts
     - Sound & Lights
     - Hospitality
     - Ticketing
     - Production Management
     - Marketing
   - Contractor shall be responsible for acquiring and managing all sponsorships and shall retain 100% of all revenue from sponsorships.
   - Contractor will retain 100% of booking/ticket revenue.
   - Contractor will retain 100% of all alcohol related sales.
   - Contractor will retain 100% of all vendor revenue.

5. City Operations Costs & Revenues
   - Contractor shall pay City four dollars ($4.00) per ticket sold for all ticketed events.
   - Contractor shall pay City an additional $1,000 for each sold out concert.
   - City will retain 100% of all parking revenue.
   - City will retain 100% of all food vendor revenue.
   - City shall be responsible for all City staffing costs.
   - City shall be responsible for all City contracted services and associated costs.
   - City shall be responsible for all utility costs.
   - City shall designate $25,000 per year in marketing initiative and assistance.

Staff recommends the City Council approve an Agreement with Ineffable Music Group, Inc. for Production Management at Quarry Park Amphitheater. The proposed Agreement will allow the City to continue amphitheater operations, while saving numerous hours on staff time, energy, and resources, while generating revenue to offset operating costs, increase economic impact, and maintain the City's capital investment in this area.

Fiscal Impact:

The proposed Production Management Agreement is intended to be self-supporting and have a net zero impact on the City's General Fund for concert operations. The City will budget the $25,000 marketing initiative and present with the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Agreement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH INEFFABLE MUSIC GROUP, INC., FOR PRODUCTION MANAGEMENT AT QUARY PARK AMPHITHEATER

WHEREAS, the City of Rocklin owns and operates Quarry Park Amphitheater located within Quarry Park; and

WHEREAS, on September 5, 2023, the City issued a Request for Proposal for Production Management at Quarry Park Amphitheater to seek a qualified company with experience in producing special events, concerts, and festivals to assist the City with year-round operations at Quarry Park Amphitheater; and

WHEREAS, the City received one qualified response to the Request for Proposal from Ineffable Music Group, Inc. and determined that Ineffable was a qualified candidate to operate the venue; and

WHEREAS, the City and Ineffable Music Group, Inc. negotiated a mutually beneficial agreement for Production Management at Quarry Park Amphitheater, and staff now recommends an agreement for City Council approval.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute an Agreement for Production Management at Quarry Park Amphitheater with Ineffable Music Group, Inc, in a form substantially similar to Exhibit “A”, attached hereto and incorporated herein.

PASSED AND ADOPTED this 9th day of January 2024, by the following vote:

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

_____
Greg Janda, 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 INEFFABLE MUSIC GROUP, 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.

B. 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.

C. 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 The term of this Agreement shall be from the date of execution ("Commencement Date") up to and including December 31, 2026 ("Original Term"), unless earlier terminated pursuant to this agreement. City and Ineffable agree to discuss amendments to current agreement after the first operating season.

City shall have the option to extend the term for up to two (2) additional one (1) year terms, for a total potential Extended Term of two (2) years. During the Extended Term of this Agreement, if any, City and Ineffable shall be bound by all obligations, covenants, and agreements of this Agreement..

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

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.

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 Parks and Recreation Department 5460 5th Street Rocklin, CA 95677
	City of Rocklin Office of the City Attorney 3970 Rocklin Road Rocklin, CA 95677
Contractor:	Ineffable Music Group, Inc. 829 27th Ave. Oakland, CA 94601

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: _____
Thomas Cussins, CEO

By: _____
Matthew Bailey, 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

Scope of Work

The City of Rocklin ("City") owns real and personal property known as the Quarry Park Amphitheater, as shown in Exhibit D, incorporated herewith by reference (collectively referred to herein as the "Amphitheater"); and Ineffable Music Group, Inc. ("Ineffable") principals have considerable expertise in the operation, management and production of entertainment events, concerts and concert venues; and Ineffable is interested in managing and operating the Amphitheater for City.

City and Ineffable desire to enter into an Agreement for the Production Management of the Amphitheater consistent with the following Scope of Work:

AMPHITHEATER AND USE OF QUARRY PARK

- Ineffable agrees to use the Amphitheater primarily for entertainment purposes, in accordance with the City's adopted Quarry Park Amphitheater Policies. The City may modify the Amphitheater Policies from time to time, solely at the City's discretion. During the term of this Agreement, the City will confer with Ineffable before making material changes to the City's Amphitheater Policies. In the event of a conflict between the terms of the City's Amphitheater Policies and this Agreement, the terms of this Agreement shall prevail.

- Ineffable use of the Amphitheater shall not adversely affect the public's use and enjoyment of the remainder of Quarry Park, or the public's use and enjoyment of the Amphitheater when Ineffable is not managing or producing an Event at the Amphitheater. Ineffable shall return control of the Amphitheater to City within twelve (12) hours after the end of each Event, unless otherwise agreed upon by the parties.

- Ineffable use of the Amphitheater shall comply with all City noise policies, as they may be amended from time-to-time.

- City and its representatives shall have the right to enter and inspect the Amphitheater at any time. City shall have the right, subject to the terms below, to use the Amphitheater at any time Ineffable is not using the Amphitheater for an Event.

- When either Ineffable or the City are not using the Amphitheater for an Event, the Amphitheater will be open and accessible to the public.

- All City owned parking areas outside of the Amphitheater boundary, as set forth in Exhibit D, attached hereto and incorporated herein, shall remain available for City operations at City's sole discretion. Any use of City owned parking areas outside of the Amphitheater boundary must be approved by City in advance of an Event.

- No parking is permitted at any time within the Fire Department boundary, as set forth in Exhibit D. Ineffable shall ensure that the Fire Department boundary is free from obstruction at all times during their use of the Amphitheater.

INNEFFABLE RIGHTS AND OBLIGATIONS

- Starting upon execution of this Agreement by both parties ("Commencement Date") and during the term of this Agreement, Ineffable shall manage and operate the Amphitheater, in accordance with the terms and requirements of this Agreement.

- Ineffable shall produce a minimum of eight (8) Concert Events at the Amphitheater each season for the remaining term of this Agreement.

- Ineffable has the exclusive right to book Events at the Amphitheater up to 365 days per year, except for those specific days withheld for use by City.

- Ineffable shall be responsible for the Production Management of each Event at the Amphitheater, which includes but is not limited to:
    - Artist Negotiations, Routing, and Booking
    - Sound, Lighting and Backline
    - Ticketing Software, Sales, and Management
    - Production and Stage Management
    - Marketing and Sponsorships
    - Beverage Sales, Hospitality and Artist Relations
    - Contracts, Payments, and Administration

- Ineffable shall be solely responsible for the production of all Events, excluding City-produced Events. Currently planned City-produced annual Events include the following:
    - Evenings at the Park (April-October)
    - Shakespeare in the Park (June)
    - Patriot Day (September)
    - Hot Chili Cool Cars (September)
    - Tree Lighting (December)
    - Employee Appreciation (TBD)

- Ineffable shall provide City an up-to-date Master Calendar of Events on the first working day of each month.

- Ineffable shall provide City with a master plan for each Event and submit to City for review and approval, at least ten (10) days prior to each Event.

- Ineffable shall be solely responsible for all ticket sales and management of ticketing software for all Events, excluding City-produced Events. Ineffable will provide City fifty (50) tickets to all ticketed Events, at no charge to City, at least seven (7) days prior to the Event.

- Excluding City-produced Events, should an Event be cancelled by an Artist or due to a Force Majeure event and not rescheduled to occur during the same Operating Season, Ineffable shall issue refunds or exchanges for tickets sold to the Event. The refund policy for each Event shall be clearly stated to purchasers at the time of purchase and shall be printed on tickets issued.

- Ineffable shall be responsible for Event Administration, Financial Management, Marketing, Sponsorships, Production and coordination with the City for all Amphitheater Events.

- Ineffable shall have an onsite ticketing manager, production manager, and artist relations/promoter onsite for each Event.

- Ineffable shall provide all necessary storage for all items related to a Concert Event.

CITY RIGHTS AND OBLIGATIONS

- City shall designate one or more City Staff members as Ineffable liaison for all communications and scheduling with all City Departments.

- City shall provide all local, day-of event staff for each Event at the Amphitheater, which includes but is not limited to:
    - Gate Staff
    - Janitorial Staff
    - Ushers
    - Setup & Breakdown Staff
    - Fencing
    - Parking Operations
    - Venue Management

- City shall be responsible for Amphitheater safety and security, including police department and EMS services.

- City shall be solely responsible for all parking operations at the Amphitheater, for all Events.

- City shall be solely responsible for janitorial, restroom facilities and fencing at Amphitheater for all Events, including any additional temporary fencing and restrooms that may be required.

- City shall be solely responsible for all food vendor operations at the Amphitheater for all Events

- City shall have final approval of all artists prior to Ineffable entering into a contract with an artist for an Event at the Amphitheater. Ineffable shall submit a list of desired talent by January 15th of each Operating Season for City review and approval. Any additional talent not listed must be reviewed and approved by City. City will review and approve/deny within two (2) business days of Ineffable's submittal of the list to City.

- City shall retain responsibility and control over the Amphitheater for all days not reserved by Ineffable for an Event, provided, however, that City agrees to grant Ineffable access to the Amphitheater up to a maximum of two (2) days prior to each Event, which shall be determined between the parties prior to each Event. Ineffable shall indicate on the Master Calendar when access to the Amphitheater in advance of an Event is needed.

- City shall have the right to reserve the Amphitheater to host up to ten (10) Events each Operating Season.

- City shall submit a request to Ineffable for City's selected dates by the 30th day of January of the Operating Season. City will receive those requested days unless Ineffable has an existing conflict with an executed or pending contract with Artist or a third-party

renter for an Event on the same date(s), in which case the Parties will meet and confer to identify a suitable alternative date(s) for the City-produced Event(s).

- City shall have the right throughout each Operating Season, to select additional dates for use by City up to 120 days in advance, when Ineffable has no Events scheduled on the Master Calendar for that date(s). Such additional City-produced Events shall be for free public Events or Events in which Ineffable has opted not to produce the Event.

- City will review and comment on any Ineffable proposed form agreements, procedures, and policies, within twenty-one (21) days from submittal to City.

EQUIPMENT

- City will provide Ineffable with the materials and equipment identified in Exhibit E, incorporated herewith by reference, for use in operating the Amphitheater, which shall remain the sole and exclusive property of City. This Equipment will be provided if available, upon timely request, which is at least fourteen (14) calendar days prior to the desired date for use.

- At the termination of this Agreement, Ineffable shall return the equipment identified in Exhibit E to City, in the same condition as when it was received by Ineffable, with the exception of ordinary wear and tear.

CONCESSIONS

- Ineffable shall be solely responsible for all beverage operations and merchandising sales, for all Events, excluding City-produced Events.

- Ineffable may sell alcoholic beverages at all Events, excluding City-produced Events, with City approval, which approval shall not be unreasonably withheld. Proof of liquor liability insurance satisfactory to the City will be required.

- Alcohol sales and service shall be in compliance with all Laws.

- Alcohol sales shall be limited to beer and wine-based beverages and shall be sold at a minimum price per beverage of five dollars ($5) at each Event. The maximum size for each beverage shall be: Beer - sixteen (16) ounces; Wine - nine (9) ounces; and Wine or Beer-based Mixed Drink - twelve (12) ounces.

QUALITY OF OPERATIONS

Ineffable shall perform all of the duties normally associated with the Production Management of an Amphitheater and shall operate the Amphitheater in the manner that is customary and usual to such an operation and consistent with generally accepted professional procedures and standards.

- Ineffable shall operate the Amphitheater in a safe and efficient manner. Ineffable shall maintain a written Emergency Action Plan and provide its employees with training designed to reduce the risk of injury to employees or guests. The training program shall, as applicable, involve City's emergency responders.

- Ineffable shall operate the Amphitheater in a manner that is in compliance with all applicable Laws, City policy, and the terms of this Agreement.

- Ineffable shall use its best efforts to ensure its employees, contractors and agents working at the Amphitheater wear appropriate apparel, are courteous, and exhibit good customer service.

- Ineffable will maintain trained and competent personnel for the management and operation of the Amphitheater, in accordance with any generally applicable industry standards for staffing. Ineffable shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, and safely manage and operate the Amphitheater.

- Ineffable shall monitor whether or not the management and operation of the Amphitheater is in compliance with all Ineffable obligations.

- In no event shall the scope or quality of the services provided by Ineffable be less than those generally performed by professional managers of similar properties in the industry.

- Ineffable shall make available to City the full benefit of the judgement, experience and advice of members of Ineffable regarding the management, operation, and production of Events.

- Ineffable will draft Standard Operating Procedures and an Emergency Action Plan for the safe operation of the Amphitheater. Ineffable shall provide copies of such Procedures and Plans, and all updates thereto, to City.

- Ineffable shall use its best efforts to operate the Amphitheater in a manner that is compatible with the interests of City, the surrounding community and the patrons of the Amphitheater, consistent with this Agreement.

- Ineffable shall be available for communication with City, including without limitation attending periodic meetings with City at times and locations designated by City.

- Ineffable shall keep City advised of items that affect the Amphitheater in any significant manner.

- Ineffable shall provide to City written documentation of all incidents involving personal injury, property damage, or criminal activity that take place at Events at the Amphitheater, within 24 hours of their occurrence, with the exception of City-sponsored Events. Ineffable shall promptly report all criminal activity to the Rocklin Police Department.

MARKETING

- Ineffable shall be solely responsible for marketing all non-City-sponsored Events, as well as marketing the Amphitheater for use as an Event location.

- Ineffable shall market the Amphitheater under the name “Quarry Park Amphitheater.” Ineffable may utilize branding and logo provided by City, or Ineffable may utilize other branding and logo, if that branding and logo are approved by the City. If Ineffable uses

branding or logo for the Amphitheater in addition to that provided by the City, Ineffable shall transfer the additional branding/logo/copyright/trade or service marks and all rights thereto, to City upon termination of this Agreement.

- All customer lists and records generated by Ineffable pertaining to the management and operation of the Amphitheater under this Agreement, whether in existence at the commencement of Ineffable operation of the Amphitheater or compiled thereafter, shall be treated as the property of Ineffable. City and Ineffable shall each control their respective customer lists, records or similar information pertaining to the Amphitheater. The parties may mutually agree to distribute advertising for City and Ineffable Events to the other party's customer database.

- Ineffable's marketing of the Amphitheater shall be family-friendly.

- Ineffable shall be responsible for acquiring and managing all sponsorships. All sponsors are subject to the approval of City, which approval shall not be unreasonably withheld.

- Ineffable shall provide City with copies of all sponsorship agreements entered within thirty (30) days of execution.

- City will advertise Events through City's subscriber email system and social media accounts upon a timely request from Ineffable without charge, whenever feasible. An advertising request is timely if all final advertising copy to be distributed is provided to City in a form acceptable to City at least thirty (30) calendar days prior to Ineffable desired date for distribution. City reserves the right to deny any request.

- City agrees to market the Amphitheater based on Ineffable's marketing plan upon approval and available funding by City.
    - City will allocate $25,000 per year in Marketing initiatives and assistance to Amphitheater operations. $25,000 marketing may be a mixture of both cash paid and value-added services (i.e. internal City marketing resources).

SUB-CONTRACTING

- Ineffable may subcontract with a third party to provide any of the operations services described in herein for an Event, with City approval. Ineffable shall provide a copy of the form agreement to City for its review and approval prior to entering into the first agreement with a subcontractor for an Event.

- Ineffable shall have the right to rent the Amphitheater to a third party for Events. Ineffable shall provide a copy of the form rental agreement(s), procedures, policies and fees to City for its review and approval prior to the first rental of the Amphitheater for an Event.

- Ineffable shall have the right to enter into a partnership agreement with a third party to produce an Event, with City approval. Ineffable shall provide a copy of the partnership agreement to City for its review and approval prior to entering into an agreement with a partner for an Event. City is not responsible for honoring any such agreements entered into by Ineffable upon termination of this Agreement.
- Ineffable is not authorized to negotiate or enter into any agreements on City's behalf.

FINANCIAL REPORTING

- Ineffable will provide City with a copy of their Operating Budget by October 1 each year of the Term.

- In addition to the ticket sales reports provided to City, Ineffable shall keep an accurate record of attendance at Ineffable managed or produced Events. Such records shall be made available to City upon request.

- Following delivery of each Amphitheater Report, Ineffable shall consult with City to discuss the issues raised in the report or other topics of concern to City.

- Ineffable shall also provide any written reports, financial reports, and information which may be reasonably requested by City from time to time. Ineffable shall provide City with proof of reporting and payment to Broadcast Media Inc. ("BMI"), the American Society of Composers, Authors, and Publishers ("ASCAP"), and the Society of European Stage Authors and Composers ("SESAC") royalties to City within five (5) calendar days of the end of each Operating Season. (additional reporting agency language?)

- Ineffable shall designate Rocklin as the point of sale on their Seller's Permit.

EXHIBIT B

Schedule of Performance

Ineffable shall produce a minimum of eight (8) Concert Events at the Amphitheater each season for the remaining term of this Agreement. Ineffable shall perform all duties and obligations listed and contained in the Agreement.

EXHIBIT C

Schedule of Fees

INEFFABLE OPERATIONS COSTS AND REVENUES

- Except as otherwise expressly agreed to in the Agreement, Ineffable shall be responsible for all Event production costs, which includes all costs associated with Event production not otherwise addressed in the Agreement, including but not limited to:
    - Artist Contracts
    - Sound & Lights
    - Hospitality
    - Ticketing
    - Production Management
    - Marketing & Sponsorship Deliverables
    - Artist Contracts

- Ineffable is responsible for, and will pay all fees associated with music licensing and other permits required for an Event, other than City-sponsored Events.

- Ineffable and its subcontractors are responsible for payment of sales tax, if any, associated with Events, other than City-sponsored Events.

- Ineffable shall be responsible for acquiring and managing all sponsorships All sponsorship agreements shall terminate upon termination of this Agreement. Ineffable shall retain 100% of sponsorship revenue.

- Ineffable shall be responsible for all ticketing software, fees, and management. Ineffable shall retain 100% of all ticketing revenue.

- Ineffable shall be responsible for all alcohol sales and shall retain 100% of alcohol related revenue.

- Ineffable shall be responsible for all merchandising and vendor sales and shall retain 100% of all merchandising vendor revenue.

- All non-ticketed Events will be mutually agreed upon by City and Ineffable.

CITY OPERATIONS COSTS AND REVENUES

- City shall be responsible for all City employee staffing costs.

- City shall be responsible for all City contracted services and associated costs.

- City shall be responsible for all utility costs related to Amphitheater operations.

- City shall be responsible for all costs for any services provided by the Rocklin Police Department for all Events.

- City is responsible for all costs associated with Amphitheater fencing and security.

- City shall be responsible for $25,000 per year in Marketing initiatives and assistance to Amphitheater operations. $25,000 marketing may be a mixture of both cash paid and value-added services (i.e., internal City marketing resources).

- Ineffable shall pay to City four dollars ($4.00) per ticket sold or otherwise provided to a third party at full cost or reduced cost, for each Ticketed Concert Event. This fee shall not be published in connection with the sale of tickets (i.e., on Ineffable website, at the time of ticket purchase, or on the tickets issued to purchasers). Ineffable shall not be required to pay the above four-dollar ($4.00) fee to City for any tickets that are provided to City free of charge. Ineffable shall provide City with a report of tickets issued through a third-party (i.e., Ticketmaster or Eventbrite) within seven (7) calendar days following each Concert Event.

- Ineffable shall pay to City an additional $1,000 for any sold-out Concert or Event produced by Ineffable.

- City shall be responsible for all operating costs for parking operations and shall retain 100% of revenue from parking operations. Each Event parking fee per vehicle shall be set at City's sole discretion.

- City shall be responsible for all operating costs for food vendor operations and shall retain 100% of revenue from such operations

PAYMENT TERMS

- City shall invoice Ineffable for the fees described herein within forty-five (45) calendar days following each Event. Ineffable shall remit payment to City net 30 days from receipt of invoice.

EXHIBIT D


City Parking Operations
City Parking Operations
Amphitheater Operations
Rocklin Fire No Parking
City Parking Operations
Rocklin PD No Parking
City Parking Operations

EXHIBIT E

EQUIPMENT LIST

1. Portable tables
2. Chairs for Venue seating
3. Folding chairs
4. EZ-Ups
5. Ice chests
6. Portable communication radios
7. Gator
8. Stage Lift Equipment
9. Conex Storage Container (located behind stage)
10. Bike Rail & Barricades
11. A-Frame & Sandwich Board Signs
12. Stanchions

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Highlands Parcel A Development Agreement, DA2023-0001 / Vista Oaks Development Agreement, DA2023-0002

Date: January 9, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager

Department: Community Development

Recommendation:

A. Conduct a Public Hearing to Consider Testimony.
B. Introduce, Waive the Full Reading and Read by Title Only an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Elliott Homes, Inc., Relative to the Highlands Parcel A Subdivision (Highlands Parcel A Development Agreement / DA2023-0001).
C. Introduce, Waive the Full Reading and Read by Title Only an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as Tenants In Common and Landowners Relative to the Vista Oaks Subdivision (Vista Oaks Development Agreement – DA2023-0002).

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. Ordinance - Highlands Parcel A
3. Ordinance - Highlands Parcel A Exhibit A (Development Agreement)
4. Ordinance - Vista Oaks
5. Ordinance - Vista Oaks Exhibit A (Development Agreement)

City Council Report

Subject: Highlands Parcel A Development Agreement (DA2023-0001)
Vista Oaks Development Agreement (DA2023-0002)

Date: January 9, 2024

Submitted by: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager

Department: Community Development

Recommendation:
As the entitlement request includes Ordinances, a two-meeting process is required. At the first meeting the City Council shall conduct a public hearing, complete deliberation, provide staff with direction (if appropriate) as to any desired modification(s) to the draft documents and, if approving, introduce the ordinances and continue the item to the next feasible City Council meeting as indicated below:

The Planning Commission and Staff recommend the following:

January 9, 2024 (first reading of the ordinances)

A. Introduce, Waive the Full Reading and Read by Title Only an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Elliott Homes, Inc., Relative to the Highlands Parcel A Subdivision (Highlands Parcel A Development Agreement / DA2023-0001).

B. Introduce, Waive the Full Reading and Read by Title Only an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as Tenants In Common and Landowners Relative to the Vista Oaks Subdivision (Vista Oaks Development Agreement – DA2023-0002).

January 23, 2024 (final action on Ordinances)

A. Adopt an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Elliott Homes, Inc., Relative to the Highlands Parcel A Subdivision (Highlands Parcel A Development Agreement / DA2023-0001).

B. Adopt an Ordinance of the City Council of the City of Rocklin Approving a Development Agreement by and between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as Tenants In Common and Landowners Relative to the Vista Oaks Subdivision (Vista Oaks Development Agreement – DA2023-0002).

Owner/Applicant:
The property owner for the Vista Oaks project is Guntert Family Real Estate, L.P., the property owner for the Highlands Parcel A project is Elliott Homes, Inc., and the applicant for both projects is TLA Engineering and Planning.

Location:
The project sites are generally located in the City of Rocklin along Secret Ravine Creek, easterly of Interstate 80 at the southerly terminus of China Garden Road, and north of the Rocklin City Limit. Assessor's Parcel Numbers (APNs) Vista Oaks: 046-010-007 & 046-020-003, Highlands Parcel A: 046-010-006. See **Figures 1** and **2**.

Figure 1 – Highlands Parcel A and Vista Oaks (General Location)

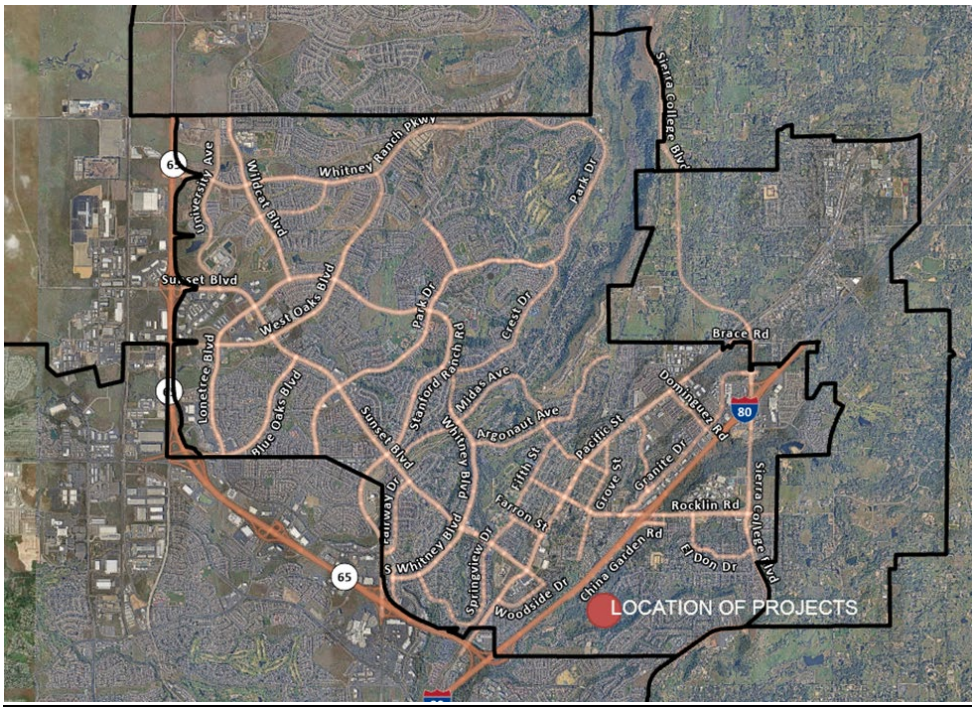


Figure 2 – Development Agreement Areas



General Plan/Zoning:
The Vista Oaks property has General Plan designations of Low Density Residential (LDR) and Recreation Conservation (R-C) and is zoned Planned Development Residential 1.08 Dwelling Units per Acre (PD-1.08).

The Highlands Parcel A property has General Plan designations of Rural Residential (RR) and Recreation Conservation (R-C) and is zoned Planned Development Residential 0.67 Dwelling Units per Acre (PD-0.67).

Summary of Planning Commission Hearing and Action:
On December 5, 2023, the Planning Commission (Commission) considered the proposed development agreements. Following a presentation from staff and a statement from the applicant, the Commission verified that the obligation to participate in the CMFA Community Facilities District No. 2022-1 bond financing for the Monument Springs bridge would run with the land. The Commission opened the public hearing; there was no one who wished to speak and the public hearing was closed. After brief deliberations the Commission voted 4-0 (1 Commissioner absent) to recommend that the City Council approve both the Vista Oaks and Highlands Parcel A development agreements.

BACKGROUND ON HIGHLANDS PARCEL A AND VISTA OAKS DEVELOPMENTS:
The Highlands Parcel A and Vista Oaks developments have run together since shortly after applications for both projects were received by the City in 2002-2003. The Highlands Parcel A subdivision would subdivide a 30 +/- acre site to create 20 single family residential lots, as well as approximately 22.9 acres of open space. The Vista Oaks subdivision would subdivide a 93 +/-

acre site to create 100 single family residential lots as well as approximately 61 acres of park and open space. On November 14, 2006, the City Council approved an Environmental Impact Report (EIR) covering both projects (Resolution No. 2006-349). Concurrently, the City Council also approved the following for each project:

- General Plan Amendment (HIGHLANDS PARCEL A: GPA-2006-03; VISTA OAKS: GPA-2002-04)
- General Development Plan (HIGHLANDS PARCEL A: PDG-2003-02; VISTA OAKS: PDG-2001-07)
- Rezone (HIGHLANDS PARCEL A: Z-2006-04; VISTA OAKS: Z-2002-02)
- Tentative Subdivision Map (HIGHLANDS PARCEL A: SD-2003-05; VISTA OAKS: SD-2001-04)
- Oak Tree Preservation Permit (HIGHLANDS PARCEL A: TRE-2003-33; VISTA OAKS: TRE-2001-30)
- Design Review (Vista Oaks: DR-2002-21)

The Highlands Parcel A and Vista Oaks subdivisions, along with the Granite Lakes Estates subdivision, are the three projects whose full development is dependent upon construction of the Monument Springs Bridge and roadway improvements. As a condition of approval, the three properties (Highlands Parcel A, Vista Oaks, and Granite Lake Estates projects) were conditioned to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to Greenbrae Road and then beyond to the to the project sites (Monument Springs Connection). In the case of Highlands Parcel A and Vista Oaks, the roadway improvements are to extend south and connect with the existing portion of Monument Springs Drive in the Elliot Highlands development. The Granite Lake Estates project was only required to extend the roadway improvements to Greenbrae Road. For numerous reasons, including the economic downturn in 2010, the properties have not yet been fully developed, and construction of the Monument Springs Connection has been delayed.

On June 22, 2021, the City committed $1.5 million dollars in the Capital Improvement Plan to ensure that the Monument Springs bridge is completed. On March 8, 2023 the City Council agreed to have the City take over the construction of the Monument Springs Connector and committed to the expenditure of significant additional funds for this improvement that have the potential to be reimbursed, in part, through special tax assessments on any future lots created on the three properties.

In 2022, the City Council approved modifications to the Vista Oaks project (Resolution No. 2022-100) intended to help facilitate the Monument Springs Connection, as well as the first addendum to the EIR (Resolution No. 2022-99).

Both the Highlands Parcel A and Vista Oaks tentative subdivision maps have benefited from several automatic time extensions granted by the State, and the City Council has granted the projects the maximum discretionary time extensions permitted by both the Rocklin Municipal Code and State law. At this time, development agreements (DAs) are required if the life of these maps are to be further extended.

Proposal/Application Request:
These applications are a request for approval of development agreements between the City of Rocklin (the City) and the property owners of the respective projects. The purpose of the development agreements is to extend the life of the projects and establish certain conditions for the development of the projects as noted in the below table.

If the development agreements are entered into, all associated entitlements for each project, including the tentative maps and oak tree preservation permit, would expire ten years from the effective date of the ordinance approving the development agreements.

HIGHLANDS PARCEL A	VISTA OAKS
Parties Request for approval of a DA between the City of Rocklin (the City) and Elliott Homes, Inc. (Elliott) for the development known as Highlands Parcel A.	**Parties** Request for approval of a DA between the City of Rocklin (the City) and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as Tenants In Common and Landowners for the development known as Vista Oaks.
Term: Ten (10) years from effective date of Ordinance	**Term:** Ten (10) years from effective date of Ordinance
Entitlements: The proposed DA would automatically extend the life of all associated entitlement for the life of the DA, specifically: • Tentative Subdivision Map (SD-2003-05) • Oak Tree Preservation Plan Permit (TRE-2003-33).	**Entitlements:** The proposed DA would automatically extend the life of all associated entitlements for the life of the DA, specifically: • Tentative Subdivision Map (SD-2001-04) • Oak Tree Preservation Plan Permit (TRE-2001-30) • Design Review (DR-2001-21)
Landowner Obligations under DA: • Annexation - the landowner will take all steps necessary to annex the property into an improvement area of CMFA Community Facilities District No. 2022-1 no later than eighteen (18) months from the effective date of the DA or prior to the recordation of the final map, whichever comes first. • City Reimbursement - the landowner agrees that the proceeds of the bonds issued for, and/or special taxes collected from the improvement area will be used first to reimburse the City of Rocklin for costs associated with the construction of the Monument Springs bridge; • Expedited Trail Construction - the landowner will coordinate with the Vista Oaks property owner to	**Landowner Obligations under DA:** • Annexation – N/A the landowner has already annexed the property into an improvement area of CMFA Community Facilities District No. 2022-1. • City Reimbursement - the landowner agrees that the proceeds of the bonds issued for, and/or special taxes collected from the improvement area will be used first to reimburse the City of Rocklin for costs associated with the construction of the Monument Springs bridge; • Expedited Trail Construction - the landowner will coordinate with the Highlands Parcel A property owner to construct the bicycle/pedestrian trail on the east side of Secret Ravine Creek through both the Highlands Parcel A and Vista Oaks projects (from the Roseville City limit to the existing trail

HIGHLANDS PARCEL A	VISTA OAKS
construct the bicycle/pedestrian trail on the east side of Secret Ravine Creek through both the Highlands Parcel A and Vista Oaks projects (from the Roseville City limit to the existing trail ending in the Granite Lakes Estates Subdivision). with the development of the first phase of either project.	ending in the Granite Lakes Estates Subdivision) with the development of the first phase of either project.

PROJECT ANALYSIS FOR HIGHLAND PARCEL A AND VISTA OAKS:

The applicant for both Highlands Parcel A and Vista Oaks submitted applications for development agreements on April 17, 2023. Given that these two projects have run together since they were originally proposed in 2002-2003, staff determined it appropriate to consider the two development agreement requests concurrently. The applicants submitted their requests in order to keep the projects alive and allow development of the projects to proceed in accordance with the approved entitlements, City regulations, and the Zoning Code. These are both complex projects with significant on- and off-site infrastructure requirements.

At this time both owners desire to enter into development agreements to preserve the existing entitlements, and to establish certain conditions expediting the annexation of the properties into the improvement area of CMFA Community Facilities District No. 2022-1, specifying that special taxes collected from the improvement area will be used first to reimburse the City of Rocklin for costs associated with the construction of the Monument Springs bridge, and expediting the construction of a bicycle/pedestrian trail on the east side of Secret Ravine Creek through both projects (from the Roseville City limit to the existing trail ending in the Granite Lakes Estates Subdivision). Approval of the two proposed Development Agreements extending the approvals of the projects will benefit the public by accelerating the construction of a bike / pedestrian trail connection to the regional trail system and will facilitate completion of the Monument Springs Connection and enable City to be reimbursed for the share of costs for the Monument Springs bridge attributable to the Properties

Given the above, the Planning Commission and staff support approval of the proposed development agreements to extend the life of the Highland Parcel A Project and the Vista Oaks Project for ten years (approximately 2034 depending upon the dates of City Council hearings).

Planning Commission and Staff Findings:

The Planning Commission and staff find the two proposed Development Agreements to be consistent with the existing General Plan designations, zoning, and requirements of the Government Code, and consistent with the requirements of Chapter 17.92 of the Rocklin Municipal Code. The proposed ten (10) year terms would be compatible with anticipated development of surrounding residentially designated properties. The proposed development agreements are in conformity with public convenience, general welfare, and good land use practices. The proposed development agreements would not be detrimental to the health, safety and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or the general welfare as a whole. The proposed

development agreements will not adversely affect the orderly development of property or the preservation of property values. The proposed development agreements are consistent with the provisions of Government Code Section 65864 through 65869.5.

Environmental:
In 2006, an Environmental Impact Report (EIR) for the Highland Parcel A and Vista Oaks projects was certified via City Council Resolution No. 2006-349 (SCH#2003042169). In 2022, the First Addendum to the EIR was approved per City Council via Resolution No. 2022-99. Project specific analysis was conducted and potential impacts of the project were identified in the EIR document. Because no changes to the previously approved projects are proposed as part of this request, approval of the proposed development agreements will not result in any environmental impacts beyond those that were previously identified and therefore, pursuant to California Environmental Quality Act (CEQA) Guidelines section 15162, no additional environmental review is required.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND ELLIOTT HOMES, INC., RELATIVE TO THE HIGHLANDS PARCEL A SUBDIVISION

(Highlands Parcel A Development Agreement / DA2023-0001)

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. An Environmental Impact Report prepared for this project was certified for the Vista Oaks project via City Council Resolution No. 2006-349. An Addendum to the EIR was approved via City Council Resolution No. 2022-99. The approval of the proposed development agreement will not result in any environmental impacts beyond those that were previously identified.

B. The proposed Development Agreement is consistent with and implements the objectives, policies, general land uses, and programs specified in the General Plan, including the Housing Element.

C. The proposed Development Agreement is compatible with the land uses authorized in and the regulations prescribed by the Vista Oaks General Development Plan and Zoning (Ord. 915).

D. The proposed Development Agreement is in conformity with the public convenience, general welfare, and good land use practices;

E. The Development Agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;

F. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site.

Section 2. The City Council of the City of Rocklin hereby approves the proposed Development Agreement by and between the City of Rocklin and Elliott Homes, Inc., relative to the Highlands Parcel A Subdivision, in the form as shown on Exhibit A, attached hereto and incorporated by reference herein.

Section 3. The City Council of the City of Rocklin hereby directs the Mayor to sign the proposed Development Agreement by and Between the City of Rocklin and Elliott Homes, Inc.,

relative to the Highlands Parcel A Subdivision on behalf of the City of Rocklin and directs the City Clerk to record said document with the Placer County Recorder.

Section 4. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 9, 2024, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 20__, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

First Reading: 01.09.2024
Second Reading:
Effective Date:

Exhibit A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Clerk
Ph: (916) 625-5588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROCKLIN

AND

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

RELATIVE TO HIGHLANDS PARCEL A

DEVELOPMENT AGREEMENT
RELATIVE TO HIGHLANDS PARCEL A

This Development Agreement ("Agreement") is entered into as of this ____ day of _____, 2023, by and between the CITY OF ROCKLIN, a municipal corporation ("City"), and ELLIOTT HOMES, INC., an Arizona corporation ("Landowner"). City and Landowner are hereinafter sometimes collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, *et seq*., which authorizes City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Rocklin, County of Placer, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. Project. Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as Highlands Parcel A (the "Project") to be located on the Property. All conditions of approval of the Project are incorporated into this Agreement as though fully set forth herein.

4. Public Hearing. On _____, the Planning Commission of City, serving as City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. Environmental Review. On May 10, 2022 in Resolution No. 2022-99, the City Council approved the First Addendum to the Vista Oaks and Highlands Parcel A Environmental Impact Report, which was certified on November 14, 2006 by Resolution No. 2006-349 (State Clearinghouse No. 2003042169). The Environmental Impact Report and First Addendum thereto are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. Project Approvals. The following land use approvals which are collectively referred to hereinafter as the "Project Approvals" have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. General Plan Amendment (GPA-2006-03) approved by City on November 14, 2006;

6.2. General Development Plan (PDG-2003-02) and Rezone (Z-2006-04) approved by City on November 14, 2006;

6.3. Tentative Subdivision Map (SD-2003-05) and Oak Tree Preservation Plan Permit (TRE-2003-33) for the Project, including all conditions of approval attached hereto as Exhibit B approved by the City on November 14, 2006 by City Resolution No. 2006-354 ("Tentative Subdivision Map").

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to the Project subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7, if applicable.

8. Intent of the Parties; Public Benefit. The Parties desire to enter into this Agreement relating to the Property in conformance with the applicable provisions of state and local law in order to achieve the development of the Project in accordance with the Project Approvals, City ordinances and resolutions, and the Zoning Code, which together assure the health, safety, and general welfare of City and its existing and future residents. As a condition of approval, the Property, along with the Vista Oaks Subdivision and Granite Lake Estates projects, were conditioned to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the Property ("Monument Springs Connection"). For numerous reasons, including the economic downturn in 2010, the Property has not yet developed, and construction of the Monument Springs Connection has been delayed. On June 22, 2021, City committed to ensure that the Monument Springs bridge is completed and allocated significant sums for this improvement that would be reimbursed, in part, through special tax assessments on the lots in the Property and properties in the Vista Oaks Subdivision and Granite Lake Estates. Extension of the Project Approvals through this Agreement will facilitate completion of the Monument Springs Connection and thereby provide a public benefit and enable City to be reimbursed for the share of costs for the Monument Springs bridge attributable to the Property. City has determined that development of the Property in accordance with the Project Approvals, including this Agreement and ultimate construction of the Monument Springs Connection, provides clear public benefits that will accrue to the public and that may not otherwise be obtained to the same extent through applicable development approval processes.

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as may be required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as may be required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the extension of the Project Approvals as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in

reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

10. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth Chapter 17.92 of the City Zoning Code, establishing procedures for consideration of Development Agreements.

11. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____, City found that this Agreement satisfies the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals, and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full.

2. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

3. Effective Date and Term.

3.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____, which is the effective date of City Ordinance No._____, adopting this Agreement.

3.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

3.3. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the Project Approvals, including but not limited to the term of the Tentative Subdivision Map, shall automatically be extended for the term of this Agreement.

3.4. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

4. Use of Property.

4.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of the Project Approvals, including this Agreement and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as stated in Section 4.3, that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

4.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the location, design, and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in the Project Approvals, including this Agreement and any amendments to this Agreement or the Project Approvals as shall, from time to time, be approved. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit C-1 and Exhibit C-2.

4.3. Moratorium, Quotas, Restrictions, or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances, and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density, and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable, and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

5. Applicable Rules, Regulations, Fees, and Official Policies.

5.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of the Project Approvals. Except as provided in Section 6.2, this Agreement does not vest Landowner's rights regarding the payment of any development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges, or any other fee or charge imposed by City. All fees and charges applied on a City-wide basis to all substantially similar types of development projects and properties shall be paid at the rate in effect at the time such fees are customarily due, unless otherwise provided for in this Agreement.

5.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all ordinances, resolutions, rules, regulations, and official policies governing design, improvement, and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable plan or permit approval was granted, if granted prior to the Effective Date of this Agreement, those in force and effect at the time of permit application.

5.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

5.4. Reservation of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property, which are collectively referred to in this Agreement as "City Law":

(A) Existing or new fees and charges of every kind and nature imposed by City to cover the actual costs to City of processing applications for Project Approvals or for monitoring compliance with any Project Approvals or subsequent approvals granted or issued, as such fees and charges are adjusted from time to time.

(B) Existing or new regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure, provided such procedures are applied on a City-wide basis to all substantially similar types of development projects and properties.

(C) Existing or new regulations governing construction standards and specifications including City's building code, plumbing code, mechanical code, electrical code, fire code, and grading code, and all other uniform construction codes then applicable in the City at the time of permit application.

(D) New City ordinances, rules, regulations, or policies which may be in conflict with this Agreement or the Project Approvals but which are reasonably necessary to protect the public health or safety, provided such new City ordinances, rules, regulations, or policies are applied on a City-wide basis to all substantially similar types of development projects and properties.

(E) Any other existing or new City ordinances, rules, regulations, or policies applicable to the Property, which do not conflict with this Agreement or the Project Approvals.

6. Subsequently Enacted Fees, Dedications, Assessments, and Taxes.

6.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals, and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder, provided such fees and charges are applied on a City-wide basis to all substantially similar types of development projects and properties.

6.2. Development Impact Fees, Exactions, and Dedications. Landowner shall pay all development impact fees, connection fees, mitigation fees, and other exactions, and provide all dedications of land, required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, including but not withstanding, Government Code Section 66000 *et seq*., and are (1) required on a City-wide basis or (2) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet either of the preceding criteria, shall be the only Exactions authorized as of the Effective Date.

7. Community Facilities District. Landowner shall take all steps necessary to annex the Property into an improvement area of CMFA Community Facilities District No. 2022-1 (City of Rocklin – Monument Springs) no later than eighteen (18) months from the Effective Date of this Agreement or prior to the recordation of the final map, whichever comes first. The special tax rate established shall be no less than the rate applicable to the existing improvement area for the Vista Oaks Subdivision at the time of annexation. Notwithstanding the foregoing, in the event Landowner desires for the Monument Springs Bridge to be the only authorized facility within the improvement area to which the Property is annexed, the special tax rate shall be a lesser amount than provided in the preceding sentence. Unless otherwise agreed to by the Parties in writing, each in their sole discretion, the City shall not be authorized to levy any special tax with respect to a parcel within the Project prior to the issuance of a building permit for such parcel.

8. Community Facilities District Bond Proceeds. Proceeds of bonds issued for, and/or special taxes collected from, the improvement area established in Section 7 shall first be

used to reimburse the City for bridge costs, including soft cost, as contemplated by Recital 8 herein.

9. Bike/Pedestrian Trail Construction. Concurrently with completion of the first phase of development in either the Vista Oaks property or the Project (the "Projects"), Landowner shall coordinate with the Vista Oaks property landowner ("Vista Oaks Landowner") to construct the bicycle / pedestrian trail on the east side of Secret Ravine Creek through both of the Projects (from the Roseville City limit to the existing trail ending in the Granite Lake Estates subdivision) as indicated in the attached Exhibit D ("Trail"). Landowner shall provide an easement, the length and width of the Trail that lies within the Property, to City ("City Easement") to allow for public access and maintenance until such time as the Project is developed. In the event Vista Oaks Landowner is prepared to complete the first phase of development in the Vista Oaks property before Landowner completes the first phase of development in the Project, Landowner shall: (i) upon request by Vista Oaks Landowner, enter into a commercially reasonable right of entry, license, temporary construction easement, and/or other form of agreement granting Vista Oaks Landowner the right to enter upon the Property in commercially reasonable locations to construct the Trail; (ii) upon request by Vista Oaks Landowner, enter into a commercially reasonable cost sharing / reimbursement agreement to fairly allocate the costs of construction of the Trail based upon the lineal feet within the Property and the Vista Oaks property, including hard and soft costs; and (iii) grant the City Easement concurrently with completion of the first phase of development in the Vista Oaks property.

10. Amendment or Cancellation.

10.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by City, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with City Codes and this Agreement.

10.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law and City Codes and regulations.

10.3. Amendment of Project Approvals. Any amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

10.4. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the Parties or their successors in interest, in accordance with the provisions of City Codes. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

10. Periodic Review.

10.1. Review Date. The annual review date for this Agreement shall be approximately the anniversary date of the Effective Date and follow the procedures set forth in Sections 17.92.180 to 17.92.190 of the City Zoning Code.

10.2. Initiation of Review. The City Manager shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the City Manager to demonstrate good faith compliance with the Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

10.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related exhibits, concerning contract performance at least three (3) days prior to any annual review. Such materials shall also be emailed to Landowner at the email address provided in Section 25 at least three (3) days prior to any annual review.

10.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

10.5. Non-compliance with Agreement; Hearings. If the City Manager, or his/her designee, finds that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Manager, or his/her designee, may refer the Agreement to the Planning Commission for review. Such referral shall be made by the City Manager or his/her designee, together with a staff report of the City Manager or his/her designee's findings. Upon such referral, the Planning Commission shall conduct a noticed public hearing to determine the good faith compliance by the applicant with the terms of the Agreement and shall direct the issuance of a certificate of compliance upon a finding of good faith compliance, or make a determination of non-compliance on the basis of substantial evidence. A decision by the Planning Commission to issue a certificate of compliance shall be subject to appeal to the City Council in the manner set forth in Section 4(f) of City Resolution _____. A determination of non-compliance by the Planning Commission, however, shall automatically be deemed appealed and reviewed de novo by the City Council. If the City Council finds, based on substantial evidence, that the applicant is not in compliance with the terms of the Agreement, it may either cancel the Agreement upon giving sixty (60) days notice to the applicant, or allow the Development Agreement to be continued by imposition of new terms and conditions intended to remedy such non-compliance. The City Council may impose such conditions as it deems necessary to protect the interests of City. The decision of the City Council shall be final.

11. Default. Subject to any applicable extension of time, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining

Party first gives notice to the Party in Default as provided in Section 11.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

11.1. Procedure Regarding Defaults.

11.1.1. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default.

11.1.2. Cure. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (1) the cure is commenced at the earliest practicable date following receipt of the notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other Party that the cure cannot practicably be completed within such thirty (30) day period; and (4) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

11.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.1.4. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

11.1.5. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

12. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (1) this Agreement is in full force and effect and a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (3) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties in writing. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

13. Mortgagee Protection; Certain Rights of Cure.

13.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

13.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 13.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

13.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 11.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

14. Severability. Except as set forth herein, if any term, covenant, or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent,

be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

15. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

17. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the Parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

18. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer, or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in substantially the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the final form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.

19. Agreement Runs with the Land. Except as otherwise provided for in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from

doing, some act on the Property hereunder, or with respect to any owned property; (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

20. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

21. Indemnification. Landowner agrees to indemnify, defend, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

22. Insurance.

22.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million ($1,000,000) dollars and a deductible of not more than ten thousand ($10,000.00) dollars per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

22.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

22.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 22.1 and 22.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards, commissions, officers, agents, employees, and representatives and to Landowner performing work on the Project.

23. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded, or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military, or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of, and which could not have been reasonably anticipated by, the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

24. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

25. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

CITY OF ROCKLIN
City Manager
3970 Rocklin Road
Rocklin, CA 95677

Notice required to be given to the Landowner shall be addressed as follows:

ELLIOTT HOMES, INC.
Attn: Price Walker
340 Palladio Parkway, Suite 521
Folsom CA 95630-8775
Email: p.walker@elliotthomes.com

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

26. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 3.4 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto, and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate

originals, each of which is deemed to be an original. This Agreement consists of ___ pages and 7 Exhibits, which constitute the entire understanding and agreement of the Parties.

27. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

28. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. City additionally agrees to cooperate with Landowner with respect to formation and implementation of community facilities districts if requested by Landowner. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps, or permits approved by City, the Parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rocklin, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF ROCKLIN,
a municipal corporation

By: _____

Name: _____

Its: Mayor

Date: _____

"LANDOWNER"

ELLIOTT HOMES, INC.,
an Arizona corporation

By: _____

Its: _____

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

Date:_____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Tentative Subdivision Map
Exhibit C-1:	Land Use Map for the Property
Exhibit C-2:	Land Use Table
Exhibit D:	Bike/Pedestrian Trail Map
Exhibit E:	Form of Assignment

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Placer, City of Rocklin, and is described as follows:

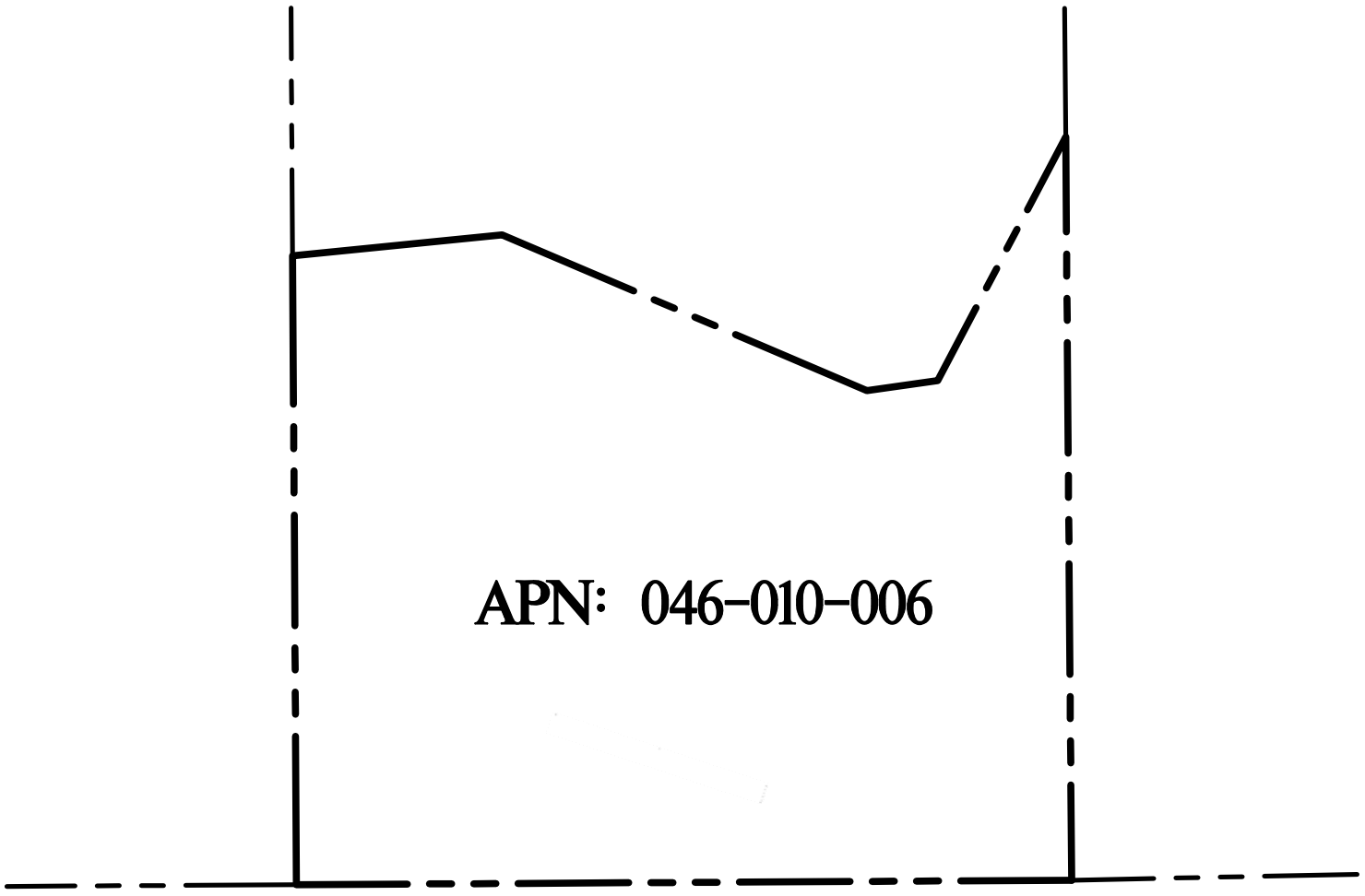
EXHIBIT A-1

HIGHLANDS PARCEL A

LEGAL DESCRIPTION

A portion of Parcel 1 of Parcel Map P-74893, filed January 13, 1989, in Book 24 of Parcel Maps, at Page 94, Placer County Records and corrected by Certificate recorded April 10, 1990, in Book 3869, Page 566,
Official Records and that portion described in Grant Deed recorded February 19, 1998, in Series No.98-0010790, Official Records Placer County, described as follows:

All that portion of Parcel 1 lying within the Northeast quarter of Section 30, Township 11 North, Range 7 East, Mount Diablo Base and Meridian.



TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

K:\1proj\13XX\1314\Dwg\Exhibits\Dev Agrmnt\HighlandsA\A DIAGRM PROP.dwg

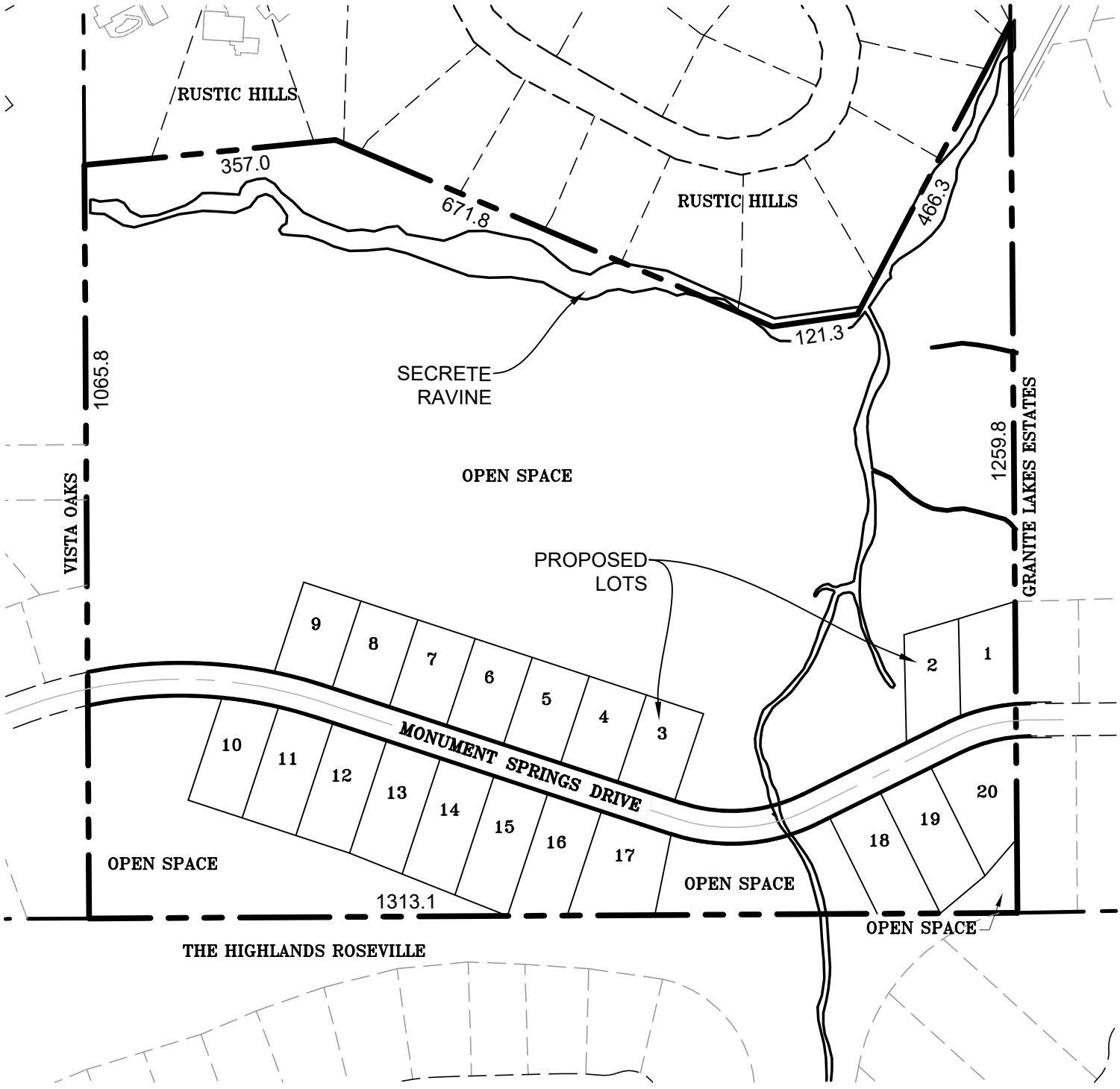
EXHIBIT A-2

DIAGRAM OF THE PROPERTY

EXHIBIT A-2

HIGHLANDS PARCEL A

DIAGRAM OF PROPERTY



1"=250'

TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

K:\1proj\13XX\1314\Dwg\Exhibits\Dev Agrmnt\HighlandsA\A DIAGRM PROP.dwg

EXHIBIT B

TENTATIVE SUBDIVISION MAP

EXHIBIT B

RESOLUTION NO. 2006-354

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A TENTATIVE SUBDIVISION MAP
(Highlands Parcel A / SD-2003-05, TRE-2003-33)

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 Subdivision Map (SD-2003-05, TRE-2003-33) allows the subdivision of 30.14 acres generally located south of the Rustic Hills subdivision into 20 residential lots and 4 open space parcels.

B. An Environmental Impact Report prepared for this project has been certified via City Council Resolution No.2006-349.

C. The City Council has considered the effect of the approval of this subdivision 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 subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

F. The site is physically suitable for the proposed type and density of development.

G. The design of the subdivision 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 subdivision and type of improvements will not cause serious public health problems.

I. The design of the subdivision 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 subdivision.

J. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Highlands Parcel A tentative subdivision map (SD-2003-05, TRE-2003-33) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby recommended for approval, subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer for the purpose of filing with the City Council. 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. Utilities

a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA ENGINEERING)

b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans. (SPMUD, ENGINEERING)

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to the City and SPMUD prior to approval of the sewer plan for the project. (ENGINEERING)

c. Telephone, Gas, and Electricity – Telephone, gas and electrical service shall be provided to the subdivision from Roseville Telephone, Pacific Bell, and Pacific Gas & Electric (PG&E). (APPLICABLE UTILITY, ENGINEERING)

d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)

e. Prior to recordation of final map, the project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public landscaping, improvements such as sound walls, and provision of new or enhanced services such as street lighting. (FINANCE, ENGINEERING, PUBLIC WORKS)

It is anticipated that the following will be necessary:

Annexation into:	CFD No. 1, Lighting & Landscaping District No. 2, CFD No. 5 (annexation into CFD No. 5 to also cover maintenance of the portion of the Monument Springs Drive Extension and Bridge that is located in Placer County).
De-annexation from:	Lighting & Landscape District No. 1

2. Schools

a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):

1) 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, to the satisfaction of the Rocklin Unified School District.

2) The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

3. Fire Service

a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency (PCWA). (PCWA, FIRE, ENGINEERING)

b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)

c. An Open Space Management and Fuel Modification Plan shall be prepared by the subdivider and approved by the City of Rocklin prior to recording of any final maps for the project. The Open Space Management and Fuel Modification Plan shall provide for but not be limited to the following (ENGINEERING, PUBLIC WORKS, FIRE) (VII-1.):

1) Identification of thirty (30') foot wide fuel modification (fuel break) zones in all open space areas where adjacent to residential parcels (on and off site), taking into account Elderberry bushes and their surrounding none disturbance areas, to reduce fire hazards.

2) Thinning and removal of vegetation in the open space areas to create and maintain the fuel modification zones. Said thinning shall consist of pruning all tree branches to approximately six (6') feet above grade and trimming grasses and shrubs to maintain them at not more than approximately six (6") inches in height.

4. Improvements/Improvement Plans

Project improvements shall be designed, constructed and / or installed as shown on the approved improvement plans, in compliance with applicable city standards including but not limited to the City's Standard Specifications then in effect. The project improvement plans shall be subject to and / or provide for the following (ENGINEERING, PLANNING):

a. 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. (ENGINEERING)

b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer. (ENGINEERING)

c. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s). The grading and drainage plan shall include the following:

1) All storm drainage run-off from site shall be collected into a City standard sand and oil trap manhole (or an equal as approved by the City Engineer) prior to discharge of storm run-off offsite.

2) Individual lot drainage including features such as lined drainage swales.

3) 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.

4) 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.

5) Prior to any grading or construction activities, the applicant shall comply with the provisions of Attachment 4 in the City's Storm water Permit to the satisfaction of the City Engineer. (4.4MM-3b)

6) Construction related and permanent Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design and / or noted on the Improvement Plans as appropriate to reduce urban pollutants in runoff, consistent with goals and standards established under Federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Storm water runoff BMPs selected from the Storm Water Quality Task Force, the Bay Area Storm Water Management Agencies Association Start at the Source – Design Guide Manual, or equally effective measures shall be identified prior to final design approval and shall be incorporated into project design and / or noted on the Improvement Plans as appropriate.

   To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs shall be identified in on improvement plans. (4.4MM-4a)

d. Prior to any grading or construction activities, the subdivider shall:

   1) Obtain a General Construction Activity Storm water Permit as a part of the National Pollutant Discharge Elimination System (NPDES) permit process from the Regional Water Quality Control Board. (ENGINEERING) (4.4MM-3a)

   2) Submit verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the project meets all regulations and that the subdivider has obtained all required permits relating to wetlands and waterways. (ENGINEERING)

e. The following subdivision improvements shall be designed, constructed, and/or installed:

1) All on-site standard subdivision improvements, including streets, curbs, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants.

2) Developer shall dedicate to City a telecommunication easement, and shall install and dedicate to City telecommunication conduit within the easement. The easement shall be located in the public utility easement of each street within the subdivision, and any adjacent streets as necessary to connect the easement to the City's public street and easement network. The easement shall be for telecommunications use by City, in whatever manner the City may, in its sole discretion, elect. The conduit shall be large enough for at least two (2) sets of coaxial cable (approximately three (3) inches total diameter), shall include access to the cable spaced at reasonable distances, and shall otherwise comply with City standards and specifications in effect at the time the conduit is installed.

   Developer shall provide any City telecommunication franchisee, including any cable television franchisee, access to the easement for the purpose of installing cable and conduit while the public utility trench is open and prior to the street being paved.

3) The following on-site special improvements, timing of construction shall be as noted in Condition 12. Phasing, below:

   i. Along any property line where any residential lot abuts an open space area, except where masonry sound walls are required for noise attenuation, the following fencing shall be required to be installed (ENGINEERING, PLANNING):

      (a) Within 25-feet of the public right-of-way a 30-inch high masonry wall constructed of double sided split faced block with a grey granite color with a decorative concrete cap.

      (b) More than 25-feet from the public right-of-way 30-inch high masonry wall constructed double sided split faced block with a grey granite color with a decorative concrete cap. The masonry wall shall be topped with a decorative tubular steel or wrought iron style fence constructed of medium gauge, or better, steel or aluminum powder-coated black or dark bronze approximately 42-inches in height for a total fence height of 6-feet.

ii. Decorative tubular metal fencing approximately 3'-6" high installed 10 - feet back of sidewalk where open space areas are adjacent to streets. Said fencing shall be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Gates / opening shall be located at the access points to the trail system as indicated on Exhibit A and as required by the Public Works Director for maintenance access. (ENGINEERING, PUBLIC WORKS, PLANNING)

iii. An off-road trail system through Parcel A, as shown on Exhibit A, with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system shall be implemented where the trail system connects to all public streets and rights-of-way. (ENGINEERING, FIRE, PUBLIC WORKS)

iv. Implement the approved Open Space Management and Fuel Modification Plan. (VII-1) (ENGINEERING, FIRE, PUBLIC WORKS)

4) The following off-site improvements:

i. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the project site prior to recording a final map. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Granite Lake Estates subdivision (SD-2000-02) approval. (ENGINEERING, PLANNING)

ii. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive from its current terminus in the Rocklin Highlands project to the project site prior to recording a final map. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Vista Oaks tentative subdivision map (SD-2001-04) approval. (ENGINEERING, PLANNING)

f. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC WORKS, PLANNING)

1) Landscaping to be installed in the following areas:

   i. In a 10-foot wide strip immediately behind the public curb and / or sidewalk as applicable where open space parcels A, C, and D abut a public street.

2) The landscaping plan shall be prepared by a landscape architect and shall include:

   i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Shrubs shall be a minimum five-(5) gallon and trees a minimum of 15 gallon.

   ii. A section diagram of proposed tree staking.

   iii. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

   iv. Use of granite or moss rock boulders along the planting areas.

   v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.

   vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.

   vii. Landscaping in the open space areas adjacent to the public rights-of-way shall provide for a mix of drought tolerant trees, shrubs, and groundcovers substantially similar to the landscaping along the edge of open space areas in the adjacent Highlands Phase 3 & 4 project.

   viii. Landscaping in the traffic calming island shall consist of drought tolerant trees and low growing ground covers.

3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and

insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.

4) The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of- way until such time as the City takes over maintenance of the landscaping.

g. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map (including but not limited to an easement for the trail across Parcel A); provided, that street rights-of-way shall be offered by means of an irrevocable offer of dedication (IOD). (ENGINEERING)

h. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan and shall be accompanied by financial security to ensure implementation of the plan. (ENGINEERING)

i. Prior to commencement of grading, the subdivider shall submit a dust control plan for approval by the City and the Placer County Air Pollution Control District. This plan shall identify adequate dust control measures and shall provide for but not be limited to the following (*4.8MM-2a*) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT):

1) A pre-construction meeting prior to any grading activities to discuss the construction emission / dust control plan with employees and / or contractors. The Placer County Air Pollution Control District is to be invited.

2) The subdivider shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations.

3) The subdivider shall provide for a representative, certified by the California Air Resources Board (CARB) to perform Visible Emissions Evaluations (VEE), to routinely evaluate compliance to Rule 228, Fugitive Dust.

4) It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time.

5) If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as not to exceed District Rule 228 Fugitive Dust Limitations.

6) An enforcement plan established in coordination with the Placer County Air Pollution Control District to weekly evaluate project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. (4.8MM-2d)

j. 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 (4.5MM-5) (ENGINEERING):

- Recommendations for building pad and footing construction;
- Use of soil stabilizers or other additives; and
- Recommendations for surface drainage.

k. Prior to any grading or construction activities including issuance of improvement plans, the improvement plans shall clearly indicate that if shallow ground water exists at the time of proposed grading, subdrainage shall be installed in advance of the grading operations to de-water soils within the depth of influence of grading to the extent reasonable. A qualified geologist and/or geotechnical engineer shall estimate the configuration and design of the subdrain systems during exposure of field conditions at the time of or immediately before construction. The contractor may also recommend an alternative which may be mutually agreed upon by the City Engineer and Public Works Director.(4.5MM-4) (ENGINEERING)

l. Improvement plans shall contain provisions to ensure that (4.5MM-1) (ENGINEERING):

1) Fill placed on slopes steeper than a 6:1 slope gradient (horizontal to vertical), shall be provided with a base key at the toe of the fill slope. The base key shall extend approximately two feet (vertically) into firm material. Fill slopes constructed on the site are expected to be stable if

they are constructed on gradients no steeper than 2:1 (horizontal to vertical) and are provided with a base key.

2) Cut slopes in surficial soil or stream deposits shall not exceed a 2:1 gradient. Cut slopes in underlying rock may be stable at gradients up to 1.5:1 depending on the degree of cementation, groundwater seepage, and the orientation of fractures.

m. If construction is proposed by the developer during the breeding season (February-August) of special-status migratory bird species, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction migratory bird survey of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified biologist in order to identify active nests of any special-status bird species on the project sites. The results of the survey shall be submitted to the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If active nests are found, an adequately sized temporary non-disturbance buffer zone shall be determined based on California Department of Fish & Game consultation, shall be established around the active nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January). (4.6MM-2a) (ENGINEERING, PLANNING)

n. Prior to any grading or construction activities, including issuance of improvement plans, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction breeding-season survey (approximately February 15 through August 1) of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

If phased construction procedures are planned for the proposed project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to the City of Rocklin following the completion of the survey that includes, at the minimum, the following information:

- A description of methodology including dates of field visits;
- The names of survey personnel with resume;
- A list of references cited and persons contacted;
- A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, further mitigation would not be required. However, should any raptor species be found nesting on the project site, the following mitigation measures shall be implemented (4.6MM-13a) (ENGINEERING, PLANNING):

1) Construction activities shall avoid any identified raptor nest sites during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone would be determined by a qualified raptor biologist in consultation with the City of Rocklin and California Department of Fish & Game. Highly visible temporary construction fencing shall be installed delineate the buffer zone. (4.6MM-13b)

2) If the nest of any legally-protected raptor species is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young are no longer dependent on the nest site, as determined by a qualified biologist.(4.6MM-13c)

o. Prior to any grading or construction activities including issuance of improvement plans a pre-construction survey for western pond turtle shall be conducted by a qualified biologist, to determine presence or absence of this species in the project site. If construction is planned after April 1st, this survey shall include looking for turtle nests within the construction area. If northwestern pond turtles are not found within the project site, no further mitigation is required. If juvenile or adult turtles are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If a nest is found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the turtles have hatched.

If a turtle is observed on the site, work shall cease in the area until the turtle can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if

construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2c) (ENGINEERING, PLANNING)

p. Prior to any grading or construction activities including issuance of improvement plans a pre-construction protocol-level survey for western spadefoot toad shall be conducted by a qualified biologist, to determine presence or absence of this species on the project sites. The survey shall be conducted in accordance with all applicable California Department of Fish & Game guidelines. If western spadefoot toads are not found within the project site, no further mitigation is required. If juvenile or adult spadefoot toads are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If spadefoot toad eggs are found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the toads have hatched. (ENGINEERING, PLANNING)

If a spadefoot toad is observed on the site, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2e) (ENGINEERING, PLANNING)

q. Prior to issuance of Improvement Plans, the subdivider shall apply for and obtain all permits and approvals from the Army Corps of Engineers and the California Department of Fish and Game as required by those agencies or provide written verification from the applicable agency that no permits are required. The subdivider shall comply with the terms and conditions of all such permits. (4.6MM-8a, 4.6MM-8b, & *4.6MM-8c*) (ENGINEERING)

r. Prior to any grading or construction activities including issuance of improvement plans, pre-construction protocol-level surveys shall be conducted by a qualified biologist on the portions of the project sites planned for development, in order to identify the presence of any of the following special-status plant species: Boggs Lake hedge-hyssop (Gratiola heterosepala), Sacramento Orcutt grass (Orcuttia viscida), Slender Orcutt grass (Orcuttia tenuis). Pre-construction protocol-level surveys shall be conducted during the appropriate blooming period (March-October) for all plant species to adequately ensure recognition of potentially-occurring species. Because the blooming period of all potentially-occurring plant species covers a wide range, a minimum of three focused rare plant surveys timed approximately one month apart are recommended from April through June to cover the peak blooming period. The results of the surveys shall be

submitted to California Department of Fish & Game and the City of Rocklin for review.

If, as a result of the survey(s), special-status plant species are determined not to occur on the sites, further action shall not be required. If special-status plant species are detected on either site, locations of these occurrences shall be mapped with GPS and consultation with California Department of Fish & Game shall be initiated, and a mitigation plan shall be prepared based on the consultation. The plan shall detail the various mitigation approaches to ensure no net loss of plant species. (4.6MM-11) (ENGINEERING, PLANNING)

s. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of elderberry shrubs by either (*4.6MM-12a* & *4.6MM-12c*):

1) Documenting that the project design avoids all elderberry shrubs on the project site.

2) Submitting written verification that the necessary take permit for Valley Elderberry Longhorn Beatle (VELB) has been obtained from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process. All necessary steps required to comply with the take permit including avoidance and replacement of elderberry shrubs consistent with United States Fish and Wildlife Service guidelines must be incorporated into the project improvement plans.

t. Prior to any grading or construction activities protective fencing shall be placed around all elderberry shrubs not scheduled for removal to create a 100-foot buffer protection zone around each shrub. All construction activities and equipment shall remain outside of the 100-foot buffer protection zone throughout the construction period. Where it is not feasible to provide the 100-foot protection zone the subdivider shall consult with the United States Fish and Wildlife Service to determine alternative measures to reduce impacts of construction activities to the elderberry shrubs and documentation of said consultation provided to the City. All construction activities shall be monitored by a qualified biologist to verify compliance with the above. The qualified biologist shall provide documentation of compliance to the City. (*4.6MM-12b*) (ENGINEERING, PLANNING)

u. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified paleontologist has been retained to monitor construction activities and provide written reports to the City. The

paleontologist shall be on site at all times work is occurring during the grading and trenching phases of the project in order to observe and assess the potential for discovering paleontological resources. If after the grading and trenching phase the potential discovering paleontological resources appears to be minimal as determined the qualified paleontologist, periodic monitoring may be made thereafter. (4.10MM-2a) (ENGINEERING, PLANNING)

v. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained to monitor construction activities and provide written reports to the City on the following issues. Each shall be reflected on the improvement plans prior to issuance. (ENGINEERING, PLANNING)

1) Prior to any grading or construction activity, the subdivider/developer, in consultation with a qualified archeologist, shall erect orange construction fencing which fully encloses the identified prehistoric sites in order to prevent vehicular and pedestrian access during construction. Placement of the fencing shall be determined by a qualified archaeologist. Either subsequent to or in place of the orange construction fencing, a six-foot high permanent fence designed to restrict pedestrian and vehicular access shall be placed around the perimeter(s) of each site, a locked gate shall be installed in the same perimeter fencing. Said fencing shall be constructed of medium gauge, or better, steel or aluminum decorative tubular metal fencing powder coated black or bronze. Placement and erection of the fencing shall be monitored by the archaeologist. In addition, the applicant/developer shall prepare a long-term resource management plan, which allocates responsibility for preservation in perpetuity, including but not limited to, fence maintenance, weed abatement, and shall identify funding sources and responsible parties.

- Or -

If fencing and preservation are not considered feasible as determined by the City of Rocklin, prior to any grading or construction activity the applicant/developer shall retain a qualified archeologist to prepare, adopt, and implement a data recovery program for the eligible prehistoric sites in consultation with the City of Rocklin. (4-10MM-1b)

2) Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained, to

conduct archaeological test excavations adjacent to the bedrock milling station (the creek-side component of Highlands #2) to determine if cultural deposits are present and if the location is then eligible for the California Register of Historic Resources (CRHR) or qualifies as a "unique archaeological resource" under CEQA.

If the creek-side component of Highlands #2 is eligible for the CRHR or qualifies as a "unique archaeological resource" under CEQA, then the Highlands #2 component shall be surrounded with orange construction fencing prior to any ground-disturbing activity on the project area (monitored by a qualified archaeologist) and the trail or road moved up hill (southward) to avoid this component of Highlands #2.

- Or -

If moving the trail or road southward to avoid this component of Highlands #2 is infeasible as determined by City staff, and the creek-side component of Highlands #2 is eligible for CRHR, the affected component of this archaeological site shall be buried with on-site soil, or, if off-site soil is necessary, it shall be chemically compatible soil. Burial shall occur prior to constructing the trail or road, and the burial shall be monitored by the archaeologist. Once the direct burial is accomplished, construction of the trail or road over the ditch may proceed. Because the Highlands #2 component site is located within a federal botanical mitigation area for Valley elderberry longhorn beetle, other requirements may restrict the mitigation options. (4-10MM-1c) (ENGINEERING, PLANNING)

3) Intact segments of the historic ditch AF-31-67-H (CA-PLA-1211-H) shall be surrounded with orange construction fencing prior to any ground-disturbing activity on the project area (monitored by a qualified archaeologist) and the trail or road moved up hill (southward) to avoid AF-31-67-H.

-Or-

If moving the trail or road southward to avoid the historic ditch is infeasible as determined by City staff, the ditch shall be surrounded with orange construction fencing (monitored by a qualified archaeologist) prior to any ground-disturbing activity on the project area until direct burial of the affected portions of the historic ditch with on-site soil is initiated. If off-site soil must be used, it shall be

chemically compatible with the on-site soil. Once the direct burial is accomplished, construction of the trail or road over the ditch may proceed. In addition to placement of orange construction fencing, the archaeologist shall also monitor any direct burial. (4-10MM-1d)

w. Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm water Management plan for preventing noncompliant storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)

x. Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained and is available to monitor construction activities and provide written reports to the City. This notification shall include name(s) and 24 hour contact information. The storm water management professional shall be present on site at ~~all~~ times necessary when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management. The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. The storm water management professional shall monitor the site prior to, during, and after any storm events. (ENGINEERING)

y. Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall pay a deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season.

Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements. (ENGINEERING)

z. The following shall be included in the project notes on the improvement plans:

Water Quality

1) Project construction shall be restricted within 100 feet of Secret Ravine Creek or the Aguilar Road tributary to the dry months of the year (i.e., May through October). (4.4MM-4b)

2) Work shall be scheduled to minimize construction activities in "high-risk" areas and the amount of active disturbed soil areas, during the rainy season (October 15 through May 1). "High-risk areas" include those areas within 50 feet of the USGS water courses, 100-year floodplains, regulated wetlands, and where slopes exceed 16 percent. Unless specifically authorized by the City Engineer or his designees during the rainy season, the developer shall not schedule construction activities in the "high-risk areas" or schedule to have more area of active disturbed soil area than can be managed in conformance with the regulations of the City of Rocklin, the Water Quality Control Board, or any other agency having jurisdiction in this area. (4.4MM-3c)

Air Quality

3) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.

4) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.

5) All adjacent paved streets shall be swept during construction.

6) All trucks leaving the site shall be washed off to eliminate dust and debris.

7) All construction equipment shall be maintained in clean condition.

8) All exposed surfaces shall be revegetated as quickly as feasible.

9) Stockpiles of sand, soil, and other similar materials shall be covered and the beds of trucks hauling these materials to or from the site shall be covered to minimize the generation of airborne particles as required by the City Engineer.

10) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.

11) Construction equipment shall be properly maintained and tuned.

12) Low emission mobile construction equipment shall be utilized where possible.

13) Open burning of removed vegetation shall be prohibited. Vegetative material shall be chipped or delivered to waste or energy facilities. (4.8MM-2g)

14) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. (4.8MM-2b)

15) Idling tie on the project site shall be limited to five (5) minutes for all diesel power equipment. (4.8MM-2e)

16) The California Air Resources Board (CARB) diesel fuel shall be used for all diesel-powered equipment. (4.8MM-2f)

17) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used for an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipate construction timeline including start date, and mane and phone number of the project manager and on-site foreman. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average of 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products attentive fuels, engine retrofit technology, after-treatment products, and / or other options as they become available. As a resource, the Placer County Air Pollution Control District suggest contractors can access the Sacramento Metropolitan Air Quality Management District's web site, at http://www.airquality.org/deqa/Constructionmitigationcalculator.xls, to determine if their off-road fleet meets the requirements listed in this measure. (4.8MM-2c)

Archeological and Paleontological Resources

18) Heavy equipment operators shall be briefed by the project paleontologist to gain awareness of visual identification techniques in order to identify potential paleontological resources. (4.10MM2b)

19) If any paleontological resources are discovered during construction activities, all work shall be halted in the vicinity of the find and the

project paleontologist shall be consulted and the City's Community Development Director shall be notified. Upon determining the significance of the resource, the consulting paleontologist, in coordination with the City, shall determine the appropriate actions to be taken, which may include excavation. (4.10MM2c)

20) If during construction outside of the areas designated as the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and an appropriate Native American representative shall be immediately notified unless the find is clearly not related to Native American's. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the sub divider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtain from the Indian Community within 72 hours (excluding weekends and State and Federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1. (*4-10MM-4a*)

21) Should human remains be found, then the Coroner's office shall be immediately contacted and all work halted until final disposition is made by the Coroner. Should the remains be determined to be of Native American descent, then the Native American Heritage Commission shall be consulted to determine the appropriate disposition of such remains. (4-10MM-4b)

Noise

22) Mufflers shall be installed on all equipment with high engine noise potential. The equipment shall be turned off when not in use. (*4.9MM-1a*)

23) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible. (*4.9MM-1a*)

24) The project shall comply with the City of Rocklin Construction Noise Compatibility 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. (4.9MM-1b)

Geotechnical, Blasting

25) If blasting activities are to occur in conjunction with the improvements, the contractor shall conduct the blasting activities in compliance with state and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any on-site blasting activities. The permit application shall include a description of the work to be accomplished and a statement of the necessity for blasting as opposed to other methods considered including avoidance of hard rock areas and safety measures to be implemented such as use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to insure proper site access and traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame in which blasting will occur in order to limit noise and traffic inconvenience. A note to this effect shall be included on the project's Improvement Plans. (4.9MM-1b & 4.5MM-7)

Biological Resources

26) If a horned lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2b)

27) If a yellow-legged frog is observed on the site during the construction phase, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2d)

5. Special Provisions

a. To comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), the final map shall provide for the following (ENGINEERING):

1) Delineation of the 100-year floodplain elevation(s);

2) Identification of a finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;

3) Recordation of a flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.

b. Prior to or concurrent with the recording of final maps for each phase of the project, the following provisions shall be recorded by separate instrument to be implemented with the issuance of building permits for development of each lot created by this subdivision (ENGINEERING):

1) All residential lots in the Vista Oaks subdivision as indicated on Exhibit A are subject to Rocklin Municipal Code section 15.04.120.C.2. requiring a fire sprinkler system in each home.

c. Prior to recording of a final map for any phase of the project the subdivider shall provide evidence that the following have been satisfied (ENGINEERING):

1) The project shall implement an offsite mitigation program, coordinated through the Placer County Air Pollution Control District, to offset the project's long-term ozone precursor emissions. The project offsite mitigation program must be approved by Placer County Air Pollution Control District. The project's offsite mitigation program provides monetary incentives to sources of air pollutant emissions within the projects' air basin that are not required by law to reduce emissions. Therefore, the emissions reductions are real, quantifiable and implement provisions of the 1994 State Implementation Plan. The offsite mitigation program reduces emissions within the air basin that would not otherwise be eliminated.

In lieu of the applicant implementing their own offsite mitigation program, the applicant can choose to participate in the Placer County Air Pollution Control District Offsite Mitigation Program by paying an equivalent amount of money into the District program. The actual amount of emission reduction needed through the Offsite mitigation

Program would be calculated when the project's average daily emissions have been determined. (4.8MM-5a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT)

d. Prior to recording a final map for the Highlands Parcel A project the project shall provide for the reimbursement of a fair share of the costs to build the Monument Springs Bridge consistent with the provisions of Ordinance 856 by:

1) The subdivider shall provide funding to the City sufficient to pay for the preparation of an independent analysis to determine the entire Highlands Parcel A project's "fair share" of the costs associated with the construction of the Monument Springs Bridge. Said analysis shall establish a per lot fee to be applied equally to all of the residential lots created by the Highlands Parcel A subdivision. (CITY ATTORNEY, ENGINEERING)

2) Once the Highlands Parcel A project's fair share of the Monument Springs Bridge has been established by the independent analysis required above the project shall satisfy its reimbursement requirement by either (ENGINEERING):

i. The "fair share" contribution for the construction of the Monument Springs Bridge identified by the approved analysis shall be paid to the City of Rocklin for each the lots created in that phase; or

ii. If a Community Facilities District has been established to fund the Monument Springs Bridge and ancillary improvements the subdivider shall cause the entire Highlands Parcel A project to be annexed into said Community Facilities District prior to or concurrently with the recordation of the first phase of project development.

6. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the

State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS, ENGINEERING)

7. Flood and Drainage Control Agreement

The property owner shall enter into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from developer's construction of improvements or development of the project and shall be recorded and binding on successors in interest of developer. (ENGINEERING)

8. Oak Tree Removal and Mitigation

a. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, an inventory of all existing trees in the subdivision and in the phase in question shall be provided along with a schedule of removal of those trees shown on the improvement plan to be removed with that phase shall be submitted for review. (PLANNING, ENGINEERING)

b. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. The protection measures shall include but are not limited to appropriate fencing around those trees to remain. The protection measures shall be incorporated into the subdivision improvement plans or grading permit for any portion of the subdivision prior to approval. (ENGINEERING, PLANNING)

c. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall provide verification that a certified arborist has been retained and prepared an inspection plan providing for the periodic inspection of the site during grading and construction and the necessary tree and root trimming to accommodate construction of roads, and trails. Said arborist will implement the inspection plan and provide written verification to the City

Engineer that the approved protection measures are properly implemented. (4.6MM-4a)(ENGINEERING)

d. Prior to recording a final map for any phase of the project the project arborist shall prepare a final list of all oak trees removed that are six inches in diameter or greater, including total number and inches of trees removed. Prior to recording the final map the subdivider shall mitigate for the removal of all oak trees within that phase that are six inches in diameter or greater, in compliance with the provisions of the City of Rocklin Tree Ordinance (Chapter 17.77 of the Rocklin Municipal Code (Ordinance 676), including planting replacement of trees and / or payment of in-lieu fees. If adequate locations cannot be found to replace all removed oak trees, then the remaining mitigation requirement shall be met through payment into the existing City of Rocklin Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (4.6MM-6a) (4.6MM-6b) (ENGINEERING, PLANNING)

e. If planting of replacement is trees is proposed to mitigate for the removal of oak trees a tree planting plan and related five year irrigation system shall be included with the improvement plans for that portion of the subdivision prior to issuance. The plan shall specify monitoring requirements including required inspections for at least a five-year period to ensure that the trees are established and able to survive on their own. The replacement trees shall be a minimum of 15-gallons in size and of oak species native to the Rocklin area as listed in Appendix A of the City of Rocklin Oak Tree Preservation Guidelines. Replacement trees shall be planted within open space parcels A, C, and D as deemed feasible by a certified arborist or landscape architect. (4.6MM-6a) (PLANNING, ENGINEERING)

9. Parks

a. Park fees shall be paid as required by Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. The amount of the fee per dwelling unit or lot is $1,985. (BUILDING)

10. Riparian Area and Creek Protection

An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection (ENGINEERING, CITY ATTORNEY):

Parcels A, B, C, & D

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native or mitigation vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing except a tubular steel fence to be located 10-feet behind the back of curb or sidewalk as applicable where the parcel abuts a street; provided, that native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

11. Open Space – Ownership and Maintenance

The open space areas of the project, Parcels A, B, C, & D as indicated on Exhibit A, shall be owned and maintained by the Elliot Conservancy, a legal entity established and funded by Elliot Homes to own and maintain open space areas. Prior to recordation of a final map for the project the subdivider / developer shall provide verification that the Elliot Conservancy will comply with the following legal obligations (CITY ATTORNEY, ENGINEERING):

a. Assume ownership of Parcels A, B, C, & D as indicated on Exhibit A upon recordation of the final map.

b. Provide for the maintenance of the open space parcels including but not limited to the following:

1) Responsibility for the maintenance of landscaping, perimeter fencing, the VELB preserve, and on going implementation of the Open Space Management and Fuel Modification Plan.

2) Responsibility to monitor and report to the City of Rocklin on activities and violations of any of these conditions, easement restriction, or any other ordinance, rule or regulation of the City occurring within the common area.

3) Statement that the City may, at its option, cause the maintenance of the common areas to be performed and assess (lien) the cost to the conservancy and / or Elliot Homes, Inc. in the event the open space areas are not maintained in accordance with the approved plans. (RMC §17.60.040)

12. Phasing

The project shall be recorded in a single phase. (ENGINEERING, PLANNING):

13. Monitoring

Prior to any grading or construction activities including issuance of improvement plans, for any phase of the project 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. (ENGINEERING)

14. Validity

a. This entitlement shall expire two 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)

b. This entitlement shall not be considered valid and approved unless and until the concurrent entitlements have been approved: General Plan Amendment, GPA-2006-03; Rezone, Z-2006-04; General Development Plan, and PDG-2003-02. (PLANNING)

PASSED AND ADOPTED this 14th day November, 2006, by the following roll call vote:

AYES:	Councilmembers:	Hill, Yorde, Storey, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	Lund

George Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

E:\clerk\reso\V Highlands A SD-2003-05 (CC 11-14-06).doc

HIGHLANDS PARCEL A
TENTATIVE MAP
ROCKLIN, CALIFORNIA
CIRCULATION PLAN
JULY 2003
SHEET 1 OF 4

GENERAL NOTES:

A. Parking
All individual residential parcels are required to provide a minimum of two parking spaces per residence. Spaces can be a combination of garage spaces and carport or uncovered parking spaces.

B. Grading
See Grading & Drainage Plan for impacts to trees and wetland resources.

C. Septic Systems
There are no such known existing wells, abandoned wells, sumps or any other underground systems on the property.

D. Signage
There are no signs planned at this time.

E. Tentative Map
Dimensions & areas shown are approximate & subject to change.

F. Final Map
Applicant reserves the right to record multiple final maps.

G. Trail
Alignments shown are for preliminary planning purposes only. Final alignment to be determined by field survey in conjunction with the City of Rocklin.

UTILITY PROVIDERS:

WATER:	Placer County Water Agency
SEWER:	So. Placer Municipal Utility District
GAS & ELECTRIC:	Pacific Gas & Electric
TELEPHONE:	Roseville Telephone
CABLE TV:	Starstream Cable

SERVICE PROVIDERS:

SCHOOL DISTRICT:	Rocklin Unified School District
FIRE PROTECTION:	City of Rocklin
POLICE PROTECTION:	City of Rocklin
STORM DRAINAGE:	City of Rocklin
SOLID WASTE:	Auburn Placer Disposal Service

OWNER / DEVELOPER

ELLIOTT HOMES INC.
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA. 95630-8574
(916) 984-1300
FAX: (916) 984-1322

ENGINEER

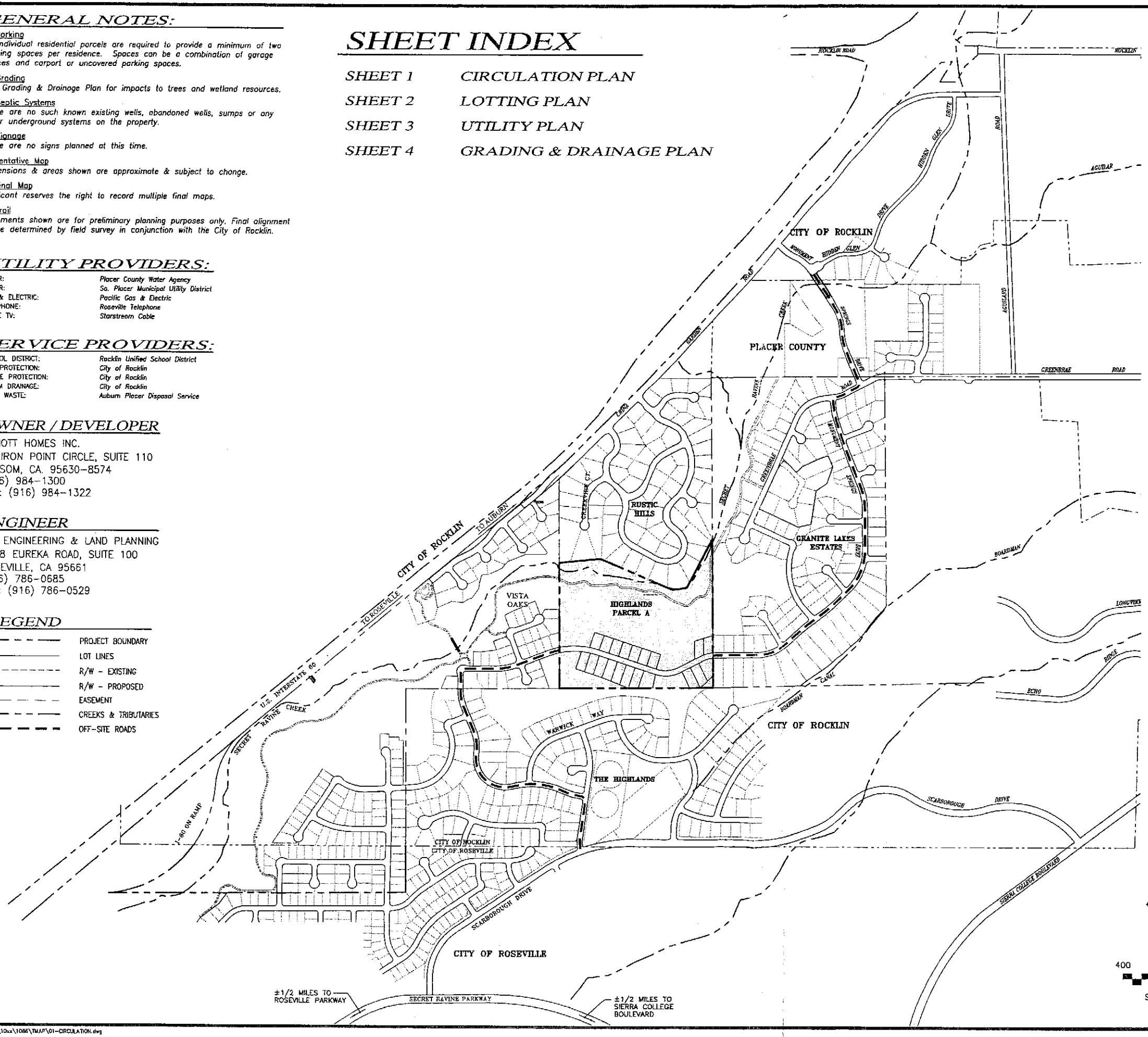
TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

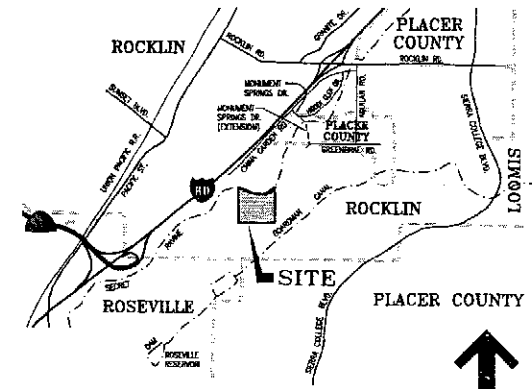
LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- CREEKS & TRIBUTARIES
- OFF-SITE ROADS

SHEET INDEX

SHEET 1	CIRCULATION PLAN
SHEET 2	LOTTING PLAN
SHEET 3	UTILITY PLAN
SHEET 4	GRADING & DRAINAGE PLAN





VICINITY MAP N.T.S.

EXHIBIT A

FILE NO. SD-2003-05

SEP 13 2006

400 0 200 400 800
SCALE: 1" = 400'

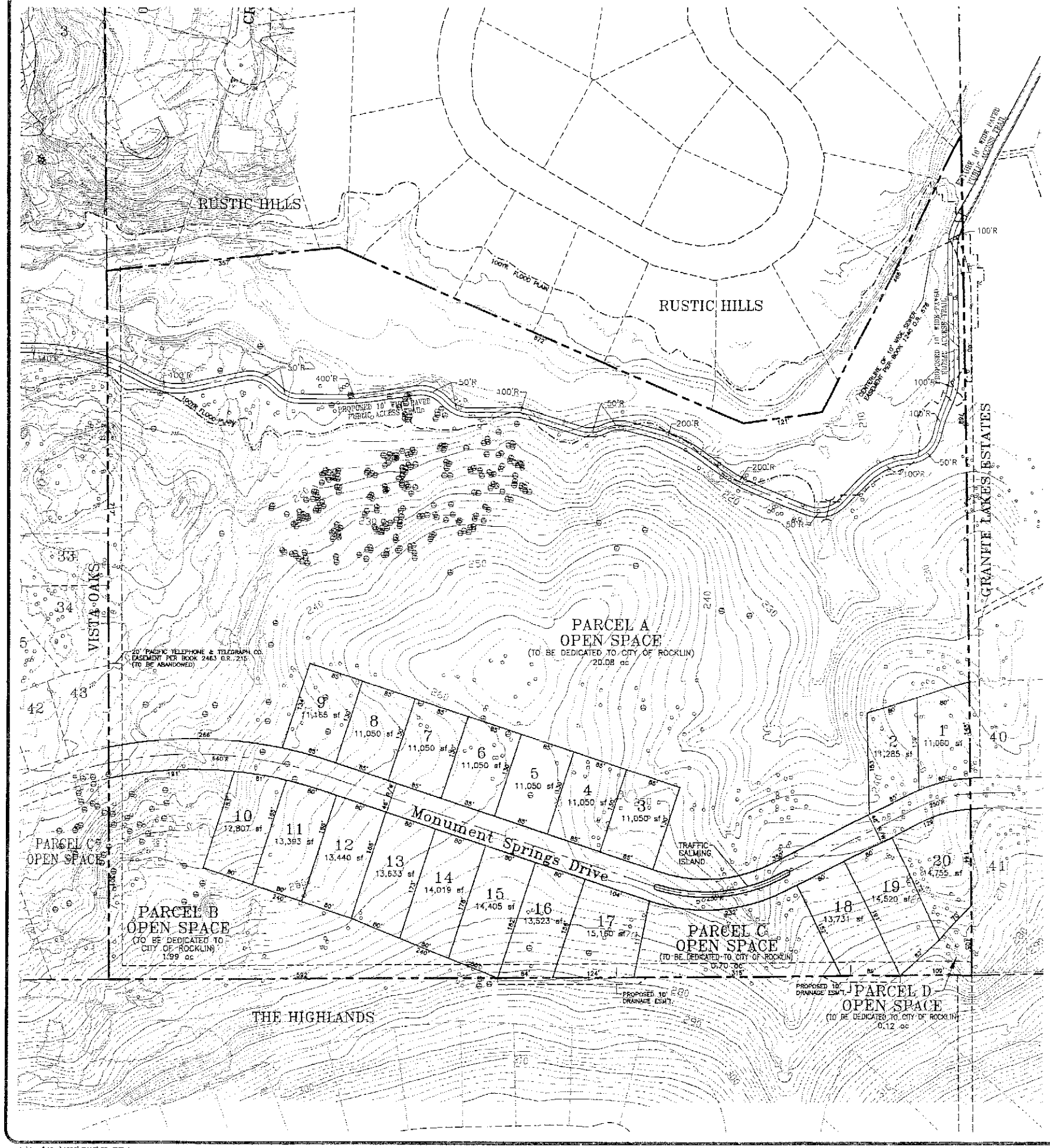
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: MARCH 2004)
(REVISED: JANUARY 2004)
(REVISED: NOVEMBER 2003)

TLA
ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

TLA JOB# 1086 DATE: SEPTEMBER 13, 2006

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HIGHLANDS PARCEL A
TENTATIVE MAP
ROCKLIN, CALIFORNIA
LOTTING PLAN
JULY 2003
SHEET 2 OF 4



OWNER / DEVELOPER
ELLIOTT HOMES INC.
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA. 95630-8574
(916) 984-1300
FAX: (916) 984-1322

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PROJECT INFORMATION
PROPERTY NOTES

ASSESSOR PARCEL NUMBERS	046-010-006
USE:	VACANT
EXISTING ZONING:	PD-1.5
PROPOSED ZONING:	PD-0.6
EXISTING GENERAL PLAN	LOW DENSITY RESIDENTIAL (LDR)
PROPOSED GENERAL PLAN	RURAL RESIDENTIAL

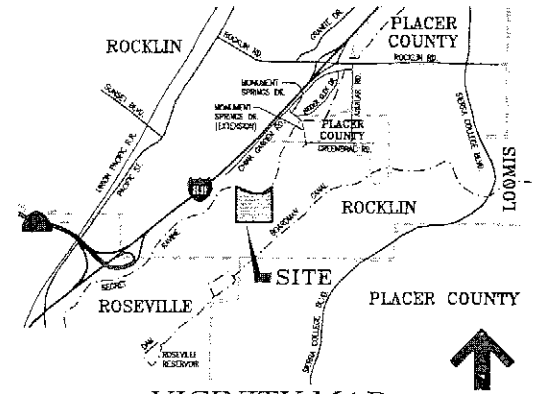
	#	ACRES
EXISTING NUMBER OF PARCELS	1	30.14± ac.

PROPOSED USES

	#	ACRES	PERCENT COVERAGE
RESIDENTIAL LOTS	20	5.81 ac.	19.3%
PUBLIC RIGHT-OF-WAY		1.46 ac.	4.8%
OPEN SPACE PARCELS	A	20.06 ac.	66.6%
	B	1.99 ac.	6.6%
	C	0.70 ac.	2.3%
	D	0.12 ac.	0.4%
	SUB TOTAL	22.89 ac.	75.9%
	TOTAL	30.14 ac.	100%

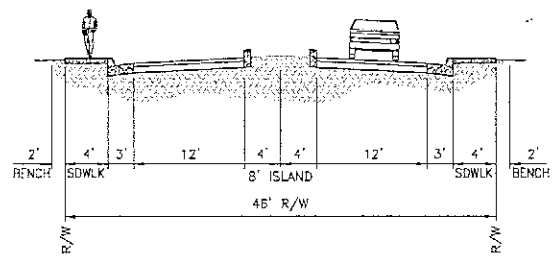
PROPOSED LOT STANDARDS

MINIMUM LOT SIZE	11,050 sq.ft.
AVERAGE LOT SIZE	12,661 sq.ft.
MAXIMUM LOT SIZE	15,160 sq.ft.
SETBACKS	
FRONT	25'
SIDE (INTERIOR)	10'
SIDE (EXTERIOR)	15'
REAR	25'
BUILDING COVERAGE	35%
BUILDING HEIGHT	30'

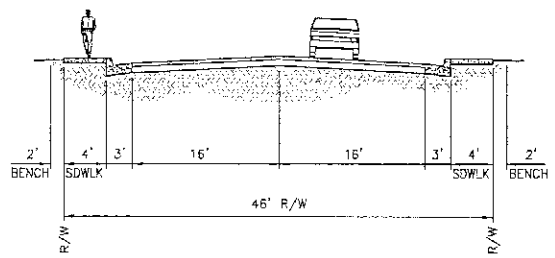


VICINITY MAP N.T.S.

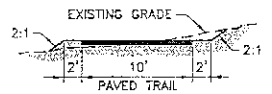
LEGEND
- PROJECT BOUNDARY
- LOT LINES
- R/W
- 100-YR FLOOD PLAIN



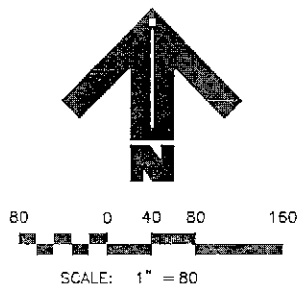
TRAFFIC CALMING ISLAND N.T.S.



46' R/W RESIDENTIAL STREET N.T.S.



10' PAVED PUBLIC ACCESS TRAIL N.T.S.



SCALE: 1" = 80

(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: MARCH 2004)
(REVISED: JANUARY 2004)
(REVISED: NOVEMBER 2003)

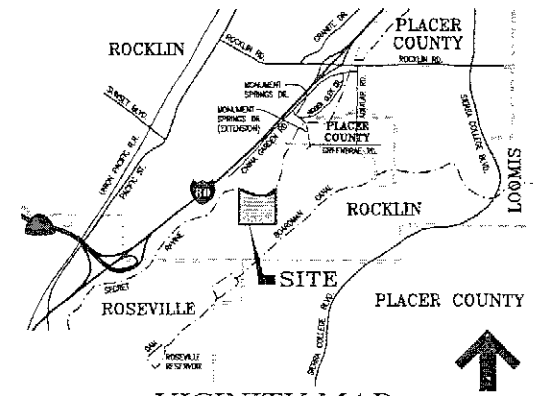
TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

TLA JOB#: 1086 DATE: SEPTEMBER 13, 2006

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HIGHLANDS PARCEL A
TENTATIVE MAP
ROCKLIN, CALIFORNIA

UTILITY PLAN
JULY 2003
SHEET 3 OF 4



VICINITY MAP N.T.S.

RUSTIC HILLS

RUSTIC HILLS

100YR FLOOD PLAIN

100YR FLOOD PLAIN

PROPOSED 10' WIDE PAVED PUBLIC ACCESS TRAIL

CENTERLINE OF 10' WIDE SEWER EASEMENT PER BOOK 1240 O.R. 578

PROPOSED 10' WIDE PAVED PUBLIC ACCESS TRAIL

GRANITE LAKES ESTATES

VISTA OAKS

20' PACIFIC TELEPHONE & TELEGRAPH CO. EASEMENT PER BOOK 2463 O.R. 215 (TO BE ABANDONED)

PARCEL A
OPEN SPACE
(TO BE DEDICATED TO CITY OF ROCKLIN)

Monument Springs Drive

TRAFFIC CALMING ISLAND

PARCEL B
OPEN SPACE
(TO BE DEDICATED TO CITY OF ROCKLIN)

PARCEL C
OPEN SPACE

PARCEL C
OPEN SPACE
(TO BE DEDICATED TO CITY OF ROCKLIN)

PARCEL D
OPEN SPACE

PROPOSED 10' DRAINAGE ESM'T.

PROPOSED 10' DRAINAGE ESM'T.

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W
- 100-YR FLOOD PLAIN
- PROPOSED WATER
- PROPOSED SEWER & M.H.
- PROPOSED STORM DRAIN & M.H.
- EXISTING SEWER & M.H.
- OFF-SITE WATER
- OFF-SITE STORM DRAIN & M.H.
- OFF-SITE SEWER & M.H.
- OFF-SITE STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET
- OFF-SITE WATER VALVE
- OFF-SITE FIRE HYDRANT ASSY.
- PROPOSED FIRE HYDRANT ASSY.

OWNER / DEVELOPER

ELLIOTT HOMES INC.
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FAX: (916) 984-1322

ENGINEER

TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

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60 0 30 60 120
SCALE: 1" = 60

(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: MARCH 2004)
(REVISED: JANUARY 2004)
(REVISED: NOVEMBER 2003)

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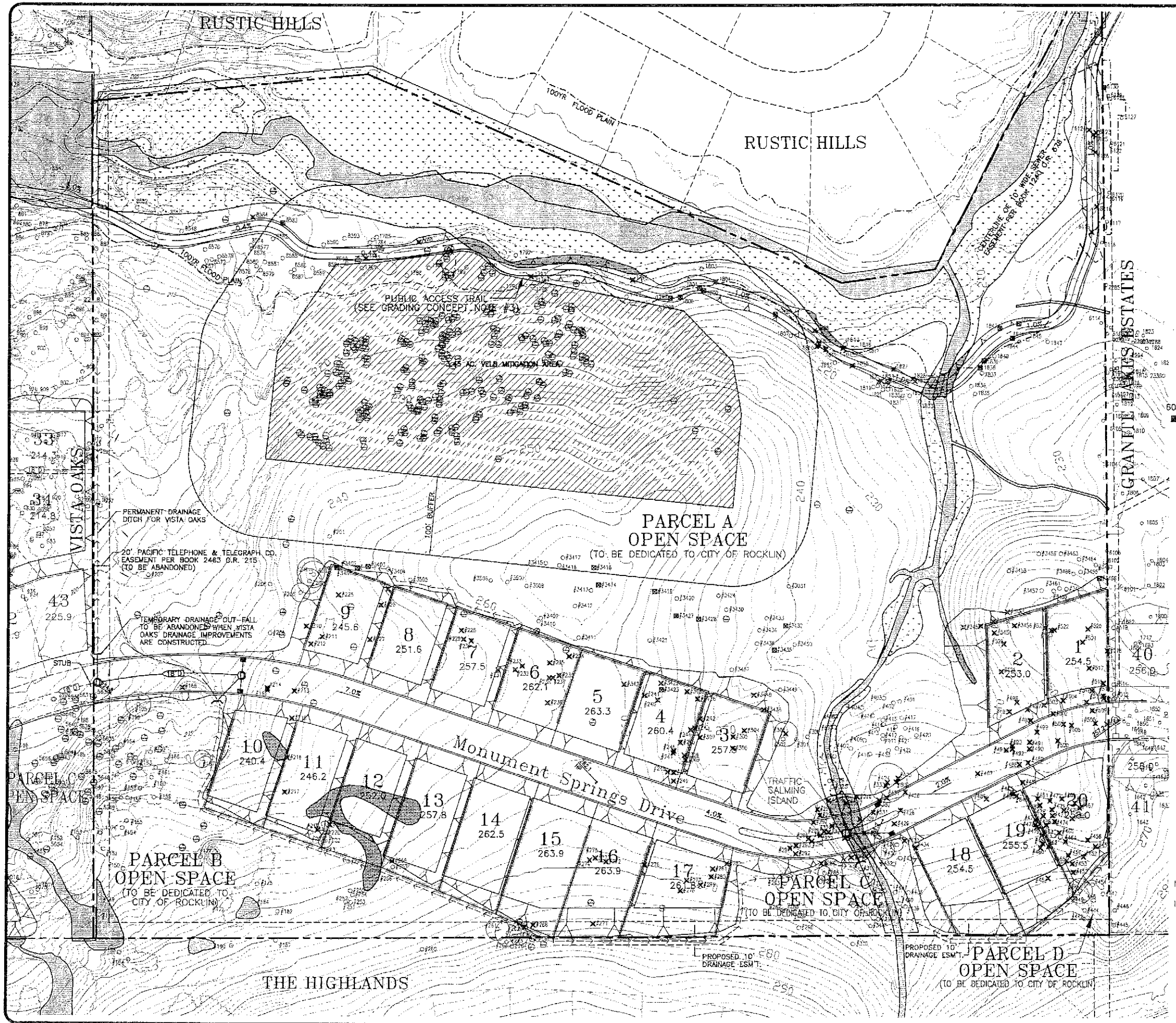
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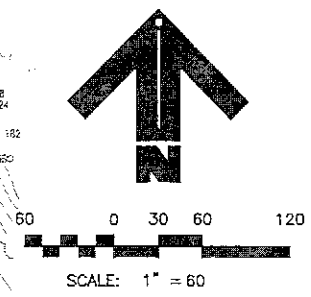
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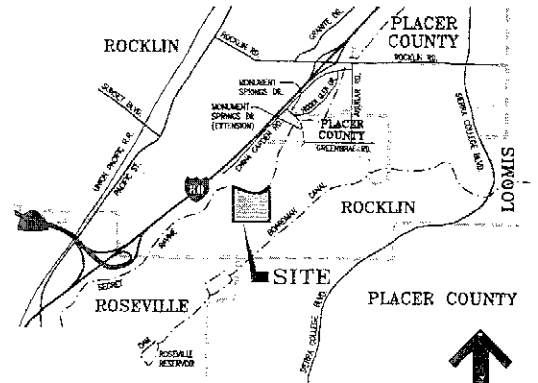
HIGHLANDS PARCEL A
TENTATIVE MAP
ROCKLIN, CALIFORNIA

GRADING & DRAINAGE PLAN
JULY 2003

SHEET 4 OF 4







VICINITY MAP

WETLAND IMPACTS:

TOTAL WETLANDS	59,655 SQ.FT.	1.37 AC.	100%
WETLANDS IMPACTED	7,694 SQ.FT.	0.18 AC.	12.9%

RIPARIAN IMPACTS:

TOTAL RIPARIAN AREA	150,282 SQ.FT.	3.45 AC.	100%
RIPARIAN IMPACTED	5,447 SQ.FT.	0.13 AC.	3.6%

GRADING DISTURBANCE:

ROADWAYS	1.58 AC.	68,831 SQ. FT.
TRAIL GRADING	0.71 AC.	30,988 SQ. FT.
PAD GRADING	6.50 AC.	283,100 SQ. FT.
TOTAL GRADING	8.79 AC.	382,919 SQ. FT.

CUT/FILL 25,300 CY CUT 24,600 CY FILL
NET 700 CY CUT

GRADING CONCEPT NOTES:

1. MAXIMUM SLOPE SHALL BE 2:1.
2. RETAINING WALLS MAY BE USED IN PLACE OF 2:1 SLOPES.
3. PROPOSED 10' WIDE PAVED PUBLIC ACCESS TRAIL NOT TO EXCEED 5% SLOPES.
4. ALL RETAINING WALLS SHALL BE DRY STACK, POCKERY, OR MASONRY.

LEGEND

- OFF-SITE STORM DRAIN LINE
- PROPOSED STORM DRAIN & M.H.
- PROPOSED STORM DRAIN INLET
- PROJECT BOUNDARY
- LOT LINES
- R/W
- 100-YR FLOOD PLAIN
- WOOD FENCING
- IRON FENCING
- IMPACTS — WETLAND AREA
- IMPACTS — RIPARIAN AREA
- SLOPES OF 25% OR GREATER
- ELDERBERRY BUSH
- 123 EXISTING TREE (TO REMAIN)
- 456 EXISTING TREE (TO BE IMPACTED)
- 572 EXISTING TREE (DEAD OR DYING)

TREE IMPACTS:

Total Oak Trees within Developable Portions	360 (5563 in.)
Roads & Lot Areas	289 (3786 in.)
Bike Trail Area	91 (1777 in.)
Total Oak Tree Impact	173 (1620 in.)
Roads & Lot Areas	150 (1344 in.)
Bike Trail Area	23 (276 in.)

NOTE:
1. Tree numbers do not include the 35 dead or dying trees recommended for removal by the project arborist.
2. An additional 499 (6725 in.) oak trees are preserved within open space Parcel A.
3. 13 ELDERBERRY BUSHES TO BE IMPACTED

OWNER / DEVELOPER
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ENGINEER
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(916) 786-0685
FAX: (916) 786-0529

(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
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TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

TLA JOB#: 1086 DATE: SEPTEMBER 13, 2006

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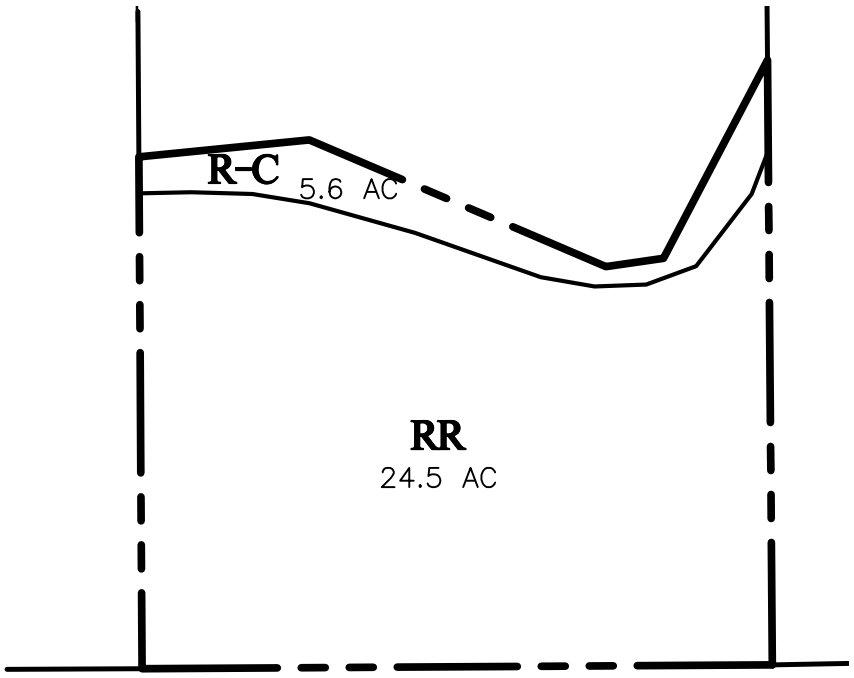
EXHIBIT C-1

LAND USE MAP FOR THE PROPERTY

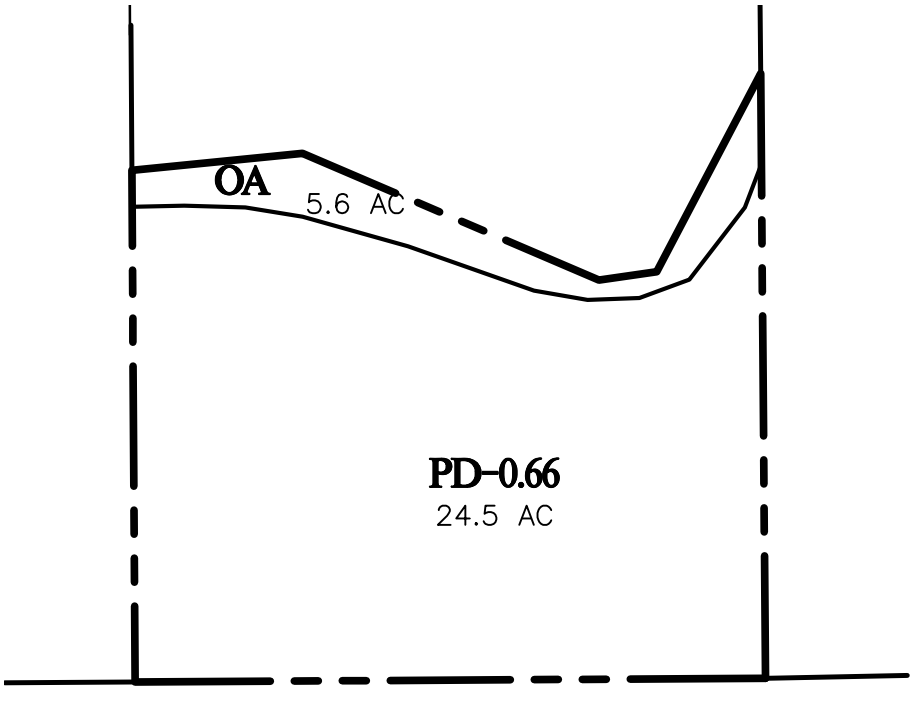
EXHIBIT C-1

HIGHLANDS PARCEL A

LAND USE MAP



GENERAL PLAN EXHIBIT



ZONING EXHIBIT

N

1"=400'

TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

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EXHIBIT C-2

LAND USE TABLE

EXHIBIT C-2

HIGHLANDS PARCEL A

LAND USE MAP

ZONING	EXISTING
PD–0.66	24.5 AC
OA	5.6 AC
TOTAL	30.1 AC

GENERAL PLAN DESIGNATION	
RR	24.5 AC
R–C	5.6 AC
TOTAL	30.1 AC

TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

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EXHIBIT D

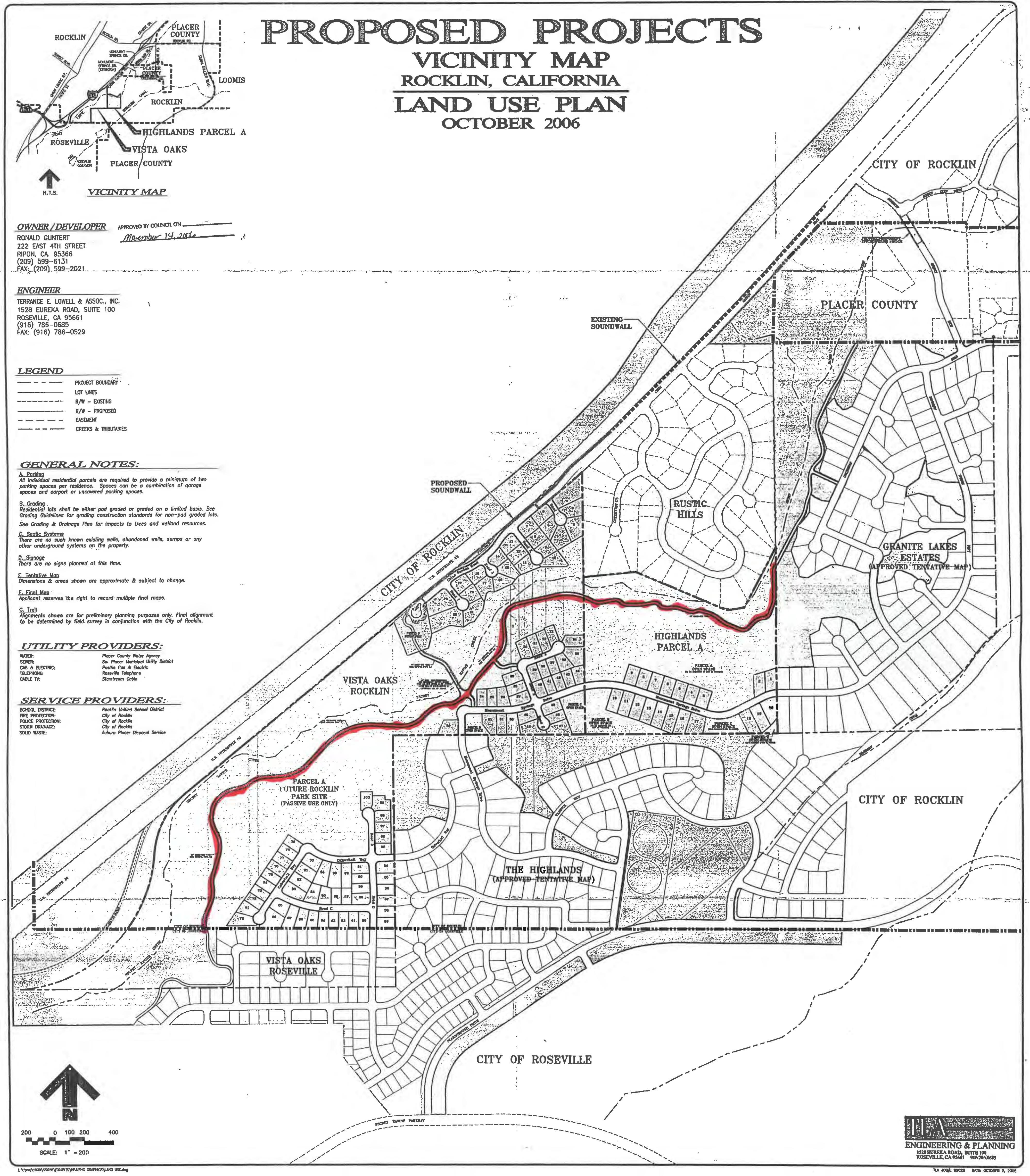
BIKE/PEDESTRIAN TRAIL MAP

APPROVED BY PLANNING COMMISSION ON
October 3, 2006

PROPOSED PROJECTS

VICINITY MAP
ROCKLIN, CALIFORNIA

LAND USE PLAN
OCTOBER 2006



OWNER / DEVELOPER

RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

APPROVED BY COUNCIL ON
November 14, 2006

ENGINEER

TERRANCE E. LOWELL & ASSOC., INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

— — — —	PROJECT BOUNDARY
————	LOT LINES
- - - - - - -	R/W – EXISTING
————	R/W – PROPOSED
— — — — —	EASEMENT
—— — — ——	CREEKS & TRIBUTARIES

GENERAL NOTES:

A. Parking
All individual residential parcels are required to provide a minimum of two parking spaces per residence. Spaces can be a combination of garage spaces and carport or uncovered parking spaces.

B. Grading
Residential lots shall be either pad graded or graded on a limited basis. See Grading Guidelines for grading construction standards for non-pad graded lots.
See Grading & Drainage Plan for impacts to trees and wetland resources.

C. Septic Systems
There are no such known existing wells, abandoned wells, sumps or any other underground systems on the property.

D. Signage
There are no signs planned at this time.

E. Tentative Map
Dimensions & areas shown are approximate & subject to change.

F. Final Map
Applicant reserves the right to record multiple final maps.

G. Trail
Alignments shown are for preliminary planning purposes only. Final alignment to be determined by field survey in conjunction with the City of Rocklin.

UTILITY PROVIDERS:

WATER:	Placer County Water Agency
SEWER:	So. Placer Municipal Utility District
GAS & ELECTRIC:	Pacific Gas & Electric
TELEPHONE:	Roseville Telephone
CABLE TV:	Starstream Cable

SERVICE PROVIDERS:

SCHOOL DISTRICT:	Rocklin Unified School District
FIRE PROTECTION:	City of Rocklin
POLICE PROTECTION:	City of Rocklin
STORM DRAINAGE:	City of Rocklin
SOLID WASTE:	Auburn Placer Disposal Service

TLA
ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

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TLA JOB#: 99028 DATE: OCTOBER 2, 2006

EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO HIGHLANDS PARCEL A

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

On _____, 2023, the City of Rocklin and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rocklin and Elliott Homes, Inc., an Arizona corporation, Relative to Highlands Parcel A" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Rocklin County on _____, 2023, as Instrument No. 2023-_____.

Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens, and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens, and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

Assignee hereby assumes all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

The Notice Address described in Section 18 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
_____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:	ASSIGNEE:
ELLIOTT HOMES, INC., an Arizona corporation	_____, a _____
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____ _____

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND RONALD M. GUNTERT, JR., TERRY M. GUNTERT, CELIA GUNTERT WEDDING, KAREN GUNTERT ADAMS, AND CHRISTIAN H. GUNTERT, AS TENANTS IN COMMON AND LANDOWNERS RELATIVE TO THE VISTA OAKS SUBDIVISION

(Vista Oaks Development Agreement / DA2023-0002)

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. An Environmental Impact Report prepared for this project was certified for the Vista Oaks project via City Council Resolution No. 2006-349. An Addendum to the EIR was approved via City Council Resolution No. 2022-99. The approval of the proposed development agreement will not result in any environmental impacts beyond those that were previously identified.

B. The proposed Development Agreement is consistent with and implements the objectives, policies, general land uses, and programs specified in the General Plan, including the Housing Element.

C. The proposed Development Agreement is compatible with the land uses authorized in and the regulations prescribed by the Vista Oaks General Development Plan and Zoning (Ord. 914).

D. The proposed Development Agreement is in conformity with the public convenience, general welfare, and good land use practices;

E. The Development Agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;

F. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site.

Section 2. The City Council of the City of Rocklin hereby approves the proposed Development Agreement by and between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Gunter Wedding, Karen Gunter Adams, and Christian H. Guntert, as tenants in common and landowners relative to the Vista Oaks Subdivision, in the form as shown on Exhibit A, attached hereto and incorporated by reference herein.

Section 3. The City Council of the City of Rocklin hereby directs the Mayor to sign the proposed Development Agreement by and between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Gunter Wedding, Karen Gunter Adams, and Christian H. Guntert, as tenants in common and landowners relative to the Vista Oaks Subdivision on behalf of the City of Rocklin and directs the City Clerk to record said document with the Placer County Recorder.

Section 4. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 9, 2024, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 20__, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

First Reading: 01.09.2024
Second Reading:
Effective Date:

EXHIBIT A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Clerk
Ph: (916) 625-5588

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROCKLIN

AND

RONALD M. GUNTERT, JR., TERRY M. GUNTERT, CELIA GUNTERT WEDDING, KAREN GUNTERT ADAMS, AND CHRISTIAN H. GUNTERT, AS TENANTS IN COMMON AND LANDOWNERS

RELATIVE TO THE VISTA OAKS SUBDIVISION

DEVELOPMENT AGREEMENT
RELATIVE TO VISTA OAKS SUBDIVISION

This Development Agreement ("Agreement") is entered into as of this ____ day of _____, 2023, by and between the CITY OF ROCKLIN, a municipal corporation ("City"), and RONALD M. GUNTERT, JR., TERRY M. GUNTERT, CELIA GUNTERT WEDDING, KAREN GUNTERT ADAMS, AND CHRISTIAN H. GUNTERT, as Tenants in Common (collectively, "Landowner"). City and Landowner are hereinafter sometimes collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, *et seq*., which authorizes City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Rocklin, County of Placer, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. Project. Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as the Vista Oaks Subdivision (the "Project") to be located on the Property. All conditions of approval of the Project are incorporated into this Agreement as though fully set forth herein.

4. Public Hearing. On _____, the Planning Commission of City, serving as City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

5. Environmental Review. On May 10, 2022 in Resolution No. 2022-99, the City Council approved the First Addendum to the Vista Oaks and Highlands Parcel A Environmental Impact Report, which was certified on November 14, 2006 by Resolution No. 2006-349 (State Clearinghouse No. 2003042169). The Environmental Impact Report and First Addendum thereto are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. Project Approvals. The following land use approvals which are collectively referred to hereinafter as the "Project Approvals" have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. General Plan Amendment (GPA-2002-04) approved by City on November 14, 2006;

6.2. General Development Plan (PDG-2001-07) and Rezone (Z-2002-02) approved by City on November 14, 2006;

6.3. Tentative Subdivision Map (SD-2001-04) and Oak Tree Preservation Plan Permit (TRE-2001-30) for the Project, including all conditions of approval attached hereto as Exhibit B-1 approved by the City on November 14, 2006 by City Resolution No. 2006-351 ("Tentative Subdivision Map") and No. 2006-352 ("Design Review").

6.4. Design Review (DR-2002-21) for the Project, including all conditions of approval attached hereto as Exhibit B-2 approved by the City on November 14, 2006 by City Resolution No. 2006-352 ("Design Review").

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to the Project subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7, if applicable.

8. Intent of the Parties; Public Benefit. The Parties desire to enter into this Agreement relating to the Property in conformance with the applicable provisions of state and local law in order to achieve the development of the Project in accordance with the Project Approvals, City ordinances and resolutions, and the Zoning Code, which together assure the health, safety, and general welfare of City and its existing and future residents. As a condition of approval, the Property, along with the Highlands Parcel A and Granite Lake Estates projects, were conditioned to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the Property ("Monument Springs Connection"). For numerous reasons, including the economic downturn in 2010, the Property has not yet developed, and construction of the Monument Springs Connection has been delayed. On June 22, 2021, City committed to ensure that the Monument Springs bridge is completed and allocated significant sums for this improvement that would be reimbursed, in part, through special tax assessments on the lots in the Property and properties in Highlands Parcel A and Granite Lake Estates. Extension of the Project Approvals through this Agreement will facilitate completion of the Monument Springs Connection and thereby provide a public benefit and enable City to be reimbursed for the share of costs for the Monument Springs bridge attributable to the Property. City has determined that development of the Property in accordance with the Project Approvals, including this Agreement and ultimate construction of the Monument Springs Connection, provides clear public benefits that will accrue to the public and that may not otherwise be obtained to the same extent through applicable development approval processes.

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as may be required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public

facilities and services as may be required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the extension of the Project Approvals as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

10. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth Chapter 17.92 of the City Zoning Code, establishing procedures for consideration of Development Agreements.

11. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____, City found that this Agreement satisfies the Government Code Section 65867.5 requirement of general plan and specific plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals, and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full.

2. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

3. Effective Date and Term.

3.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____, which is the effective date of City Ordinance No._____, adopting this Agreement.

3.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination

of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

3.3. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the Project Approvals, including but not limited to the term of the Tentative Subdivision Map, shall automatically be extended for the term of this Agreement.

3.4. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

4. Use of Property.

4.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of the Project Approvals, including this Agreement and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as stated in Section 4.3, that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

4.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the location, design, and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in the Project Approvals, including this Agreement and any amendments to this Agreement or the Project Approvals as shall, from time to time, be approved. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit C-1 and Exhibit C-2.

4.3. Moratorium, Quotas, Restrictions, or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances, and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the

permitted uses, density, and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable, and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

5. Applicable Rules, Regulations, Fees, and Official Policies.

5.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of the Project Approvals. Except as provided in Section 6.2, this Agreement does not vest Landowner's rights regarding the payment of any development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges, or any other fee or charge imposed by City. All fees and charges applied on a City-wide basis to all substantially similar types of development projects and properties shall be paid at the rate in effect at the time such fees are customarily due, unless otherwise provided for in this Agreement.

5.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all ordinances, resolutions, rules, regulations, and official policies governing design, improvement, and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable plan or permit approval was granted, if granted prior to the Effective Date of this Agreement, those in force and effect at the time of permit application.

5.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

5.4. Reservation of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property, which are collectively referred to in this Agreement as "City Law":

(A) Existing or new fees and charges of every kind and nature imposed by City to cover the actual costs to City of processing applications for Project Approvals or for monitoring compliance with any Project Approvals or subsequent approvals granted or issued, as such fees and charges are adjusted from time to time.

(B) Existing or new regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure, provided such procedures are applied on a City-wide basis to all substantially similar types of development projects and properties.

(C) Existing or new regulations governing construction standards and specifications including City's building code, plumbing code, mechanical code, electrical code, fire code, and grading code, and all other uniform construction codes then applicable in the City at the time of permit application.

(D) New City ordinances, rules, regulations, or policies which may be in conflict with this Agreement or the Project Approvals but which are reasonably necessary to protect the public health or safety, provided such new City ordinances, rules, regulations, or policies are applied on a City-wide basis to all substantially similar types of development projects and properties.

(E) Any other existing or new City ordinances, rules, regulations, or policies applicable to the Property, which do not conflict with this Agreement or the Project Approvals.

6. Subsequently Enacted Fees, Dedications, Assessments, and Taxes.

6.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals, and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder, provided such fees and charges are applied on a City-wide basis to all substantially similar types of development projects and properties.

6.2. Development Impact Fees, Exactions, and Dedications. Landowner shall pay all development impact fees, connection fees, mitigation fees, and other exactions, and provide all dedications of land, required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, including but not withstanding, Government Code Section 66000 *et seq*., and are (1) required on a City-wide basis or (2) apply uniformly to all properties within the City that are zoned consistent with the Project Approvals. Except as otherwise provided in this Agreement, Exactions required by City to be paid by the Landowner that do not meet either of the preceding criteria, shall be the only Exactions authorized as of the Effective Date.

7. Community Facilities District. Landowner has already annexed the Property into CMFA Community Facilities District No. 22-4 (City of Rocklin – Monument Springs).

8. Community Facilities District Bond Proceeds. CMFA Community Facilities District No. 22-4 (City of Rocklin – Monument Springs) bond proceeds shall first be used to reimburse the City for costs incurred for construction of the Monument Springs bridge, including eligible soft and hard costs.

9. Bike/Pedestrian Trail Construction. Concurrently with completion of the first phase of development in either the Project or the Highlands Parcel A property (the "Projects"), Landowner shall coordinate with the Highlands Parcel A property landowner ("Highlands Landowner") to construct the bicycle / pedestrian trail on the east side of Secret Ravine Creek through both of the Projects (from the Roseville City limit to the existing trail ending in the Granite Lake Estates subdivision) as indicated in the attached Exhibit D ("Trail"). Landowner shall provide an easement, the length and width of the Trail that lies within the Property, to City to allow for public access and maintenance until such time as the surrounding open space areas are deeded to the City with the applicable development phase of the Project ("City Easement"). In the event Highlands Landowner is prepared to complete the first phase of development in the Highlands Parcel A property before Landowner completes the first phase of development in the Project, Landowner shall: (i) upon request by Highlands Landowner, enter into a commercially reasonable right of entry, license, temporary construction easement, and/or other form of agreement granting Highlands Landowner the right to enter upon the Property in commercially reasonable locations to construct the Trail; (ii) upon request by Highlands Landowner, enter into a commercially reasonable cost sharing / reimbursement agreement to fairly allocate the costs of construction of the Trail based upon the lineal feet within the Property and the Highlands Parcel A property, including hard and soft costs; and (iii) grant the City Easement concurrently with completion of the first phase of development in the Highlands Parcel A property. During construction of the Emergency Access Bridge in Phase 2 of the Project, an interim trail alignment shall be provided for the portion of the Trail affected by such construction to the reasonable satisfaction of the City Engineer.

10. Amendment or Cancellation.

10.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by City, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with City Codes and this Agreement.

10.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of State law and City Codes and regulations.

10.3. Amendment of Project Approvals. Any amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

10.4. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the Parties or their successors in interest, in accordance with the provisions of City Codes. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

11. Periodic Review.

11.1. Review Date. The annual review date for this Agreement shall be approximately the anniversary date of the Effective Date and follow the procedures set forth in Sections 17.92.180 to 17.92.190 of the City Zoning Code.

11.2. Initiation of Review. The City Manager shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the City Manager to demonstrate good faith compliance with the Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner.

11.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related exhibits, concerning contract performance at least three (3) days prior to any annual review. Such materials shall also be emailed to Landowner at the email address provided in Section 26 at least three (3) days prior to any annual review.

11.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

11.5. Non-compliance with Agreement; Hearings. If the City Manager, or his/her designee, finds that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Manager, or his/her designee, may refer the Agreement to the Planning Commission for review. Such referral shall be made by the City Manager or his/her designee, together with a staff report of the City Manager or his/her designee's findings. Upon such referral, the Planning Commission shall conduct a noticed public hearing to determine the good faith compliance by the applicant with the terms of the Agreement and shall direct the issuance of a certificate of compliance upon a finding of good faith compliance, or make a determination of non-compliance on the basis of substantial evidence. A decision by the Planning Commission to issue a certificate of compliance shall be subject to appeal to the City Council in the manner set forth in Section 4(f) of City Resolution _____. A determination of non-compliance by the Planning Commission, however, shall automatically be deemed appealed and reviewed de novo by the City Council. If the City Council finds, based on substantial evidence, that the applicant is not in compliance with the terms of the Agreement, it may either cancel the Agreement upon giving sixty (60) days notice to the applicant, or allow the Development Agreement to be continued by imposition of new terms and conditions intended to remedy such non-compliance. The City Council may impose such conditions as it deems necessary to protect the interests of City. The decision of the City Council shall be final.

12. Default. Subject to any applicable extension of time, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining

Party first gives notice to the Party in Default as provided in Section 12.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

12.1. Procedure Regarding Defaults.

12.1.1. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default.

12.1.2. Cure. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (1) the cure is commenced at the earliest practicable date following receipt of the notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other Party that the cure cannot practicably be completed within such thirty (30) day period; and (4) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

12.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

12.1.4. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

12.1.5. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

13. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (1) this Agreement is in full force and effect and a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (3) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties in writing. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

14. Mortgagee Protection; Certain Rights of Cure.

14.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

14.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 14.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

14.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 12.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

15. Severability. Except as set forth herein, if any term, covenant, or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term,

covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

16. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

17. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

18. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the Parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

19. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer, or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in substantially the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the final form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.

20. Agreement Runs with the Land. Except as otherwise provided for in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (1) is for the benefit

of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification. Landowner agrees to indemnify, defend, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

23. Insurance.

23.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million ($1,000,000) dollars and a deductible of not more than ten thousand ($10,000.00) dollars per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 23.1 and 23.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards, commissions, officers, agents, employees, and representatives and to Landowner performing work on the Project.

24. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded, or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military, or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of, and which could not have been reasonably anticipated by, the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

25. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

26. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

CITY OF ROCKLIN
City Manager
3970 Rocklin Road
Rocklin, CA 95677

Notice required to be given to the Landowner shall be addressed as follows:

RONALD M. GUNTERT, JR.
222 E. Fourth Street
Ripon, CA 95366
Email: rguntert@guntert.com

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

27. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 3.4 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto, and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate

originals, each of which is deemed to be an original. This Agreement consists of ___ pages and 8 Exhibits, which constitute the entire understanding and agreement of the Parties.

28. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

29. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. City additionally agrees to cooperate with Landowner with respect to formation and implementation of community facilities districts if requested by Landowner. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps, or permits approved by City, the Parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, the City of Rocklin, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City on the _____, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF ROCKLIN,
a municipal corporation

By: _____

Name: _____

Its: Mayor

Date: _____

"LANDOWNER"

Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as tenants in common and landowners

By: _____
RONALD M. GUNTERT, JR.
Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

Date:_____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B1:	Tentative Subdivision Map
Exhibit B2:	Design Review
Exhibit C-1:	Land Use Map for the Property
Exhibit C-2:	Land Use Table
Exhibit D:	Bike/Pedestrian Trail Map
Exhibit E:	Form of Assignment

EXHIBIT A-1

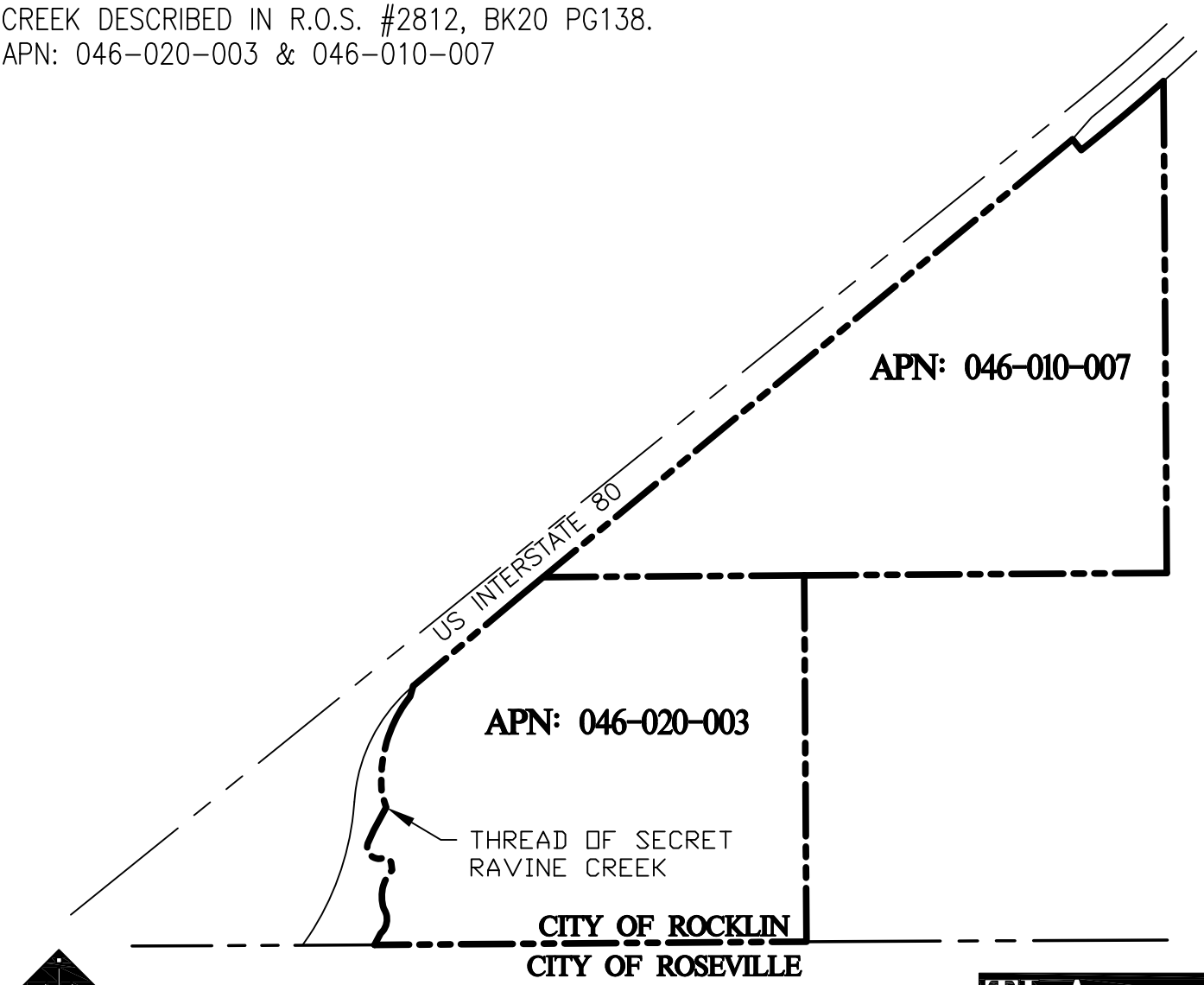
LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Placer, City of Rocklin, and is described as follows:

EXHIBIT A-1
VISTA OAKS
LEGAL DESCRIPTION

Real property in the City of Placer County, County of Placer, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, THAT LIES EAST AND SOUTHEAST OF THE EAST AND SOUTHEAST LINES OF THE CALIFORNIA STATE HIGHWAY AS ESTABLISHED BY THE DEED RECORDED OCTOBER 31, 1958 IN BOOK 776, OFFICIAL RECORDS, PAGE 133, PLACER COUNTY RECORDS, EXCLUDING THAT PORTION THAT LIES WEST OF THE THREAD OF SECRET RAVINE CREEK DESCRIBED IN R.O.S. #2812, BK20 PG138.
APN: 046-020-003 & 046-010-007



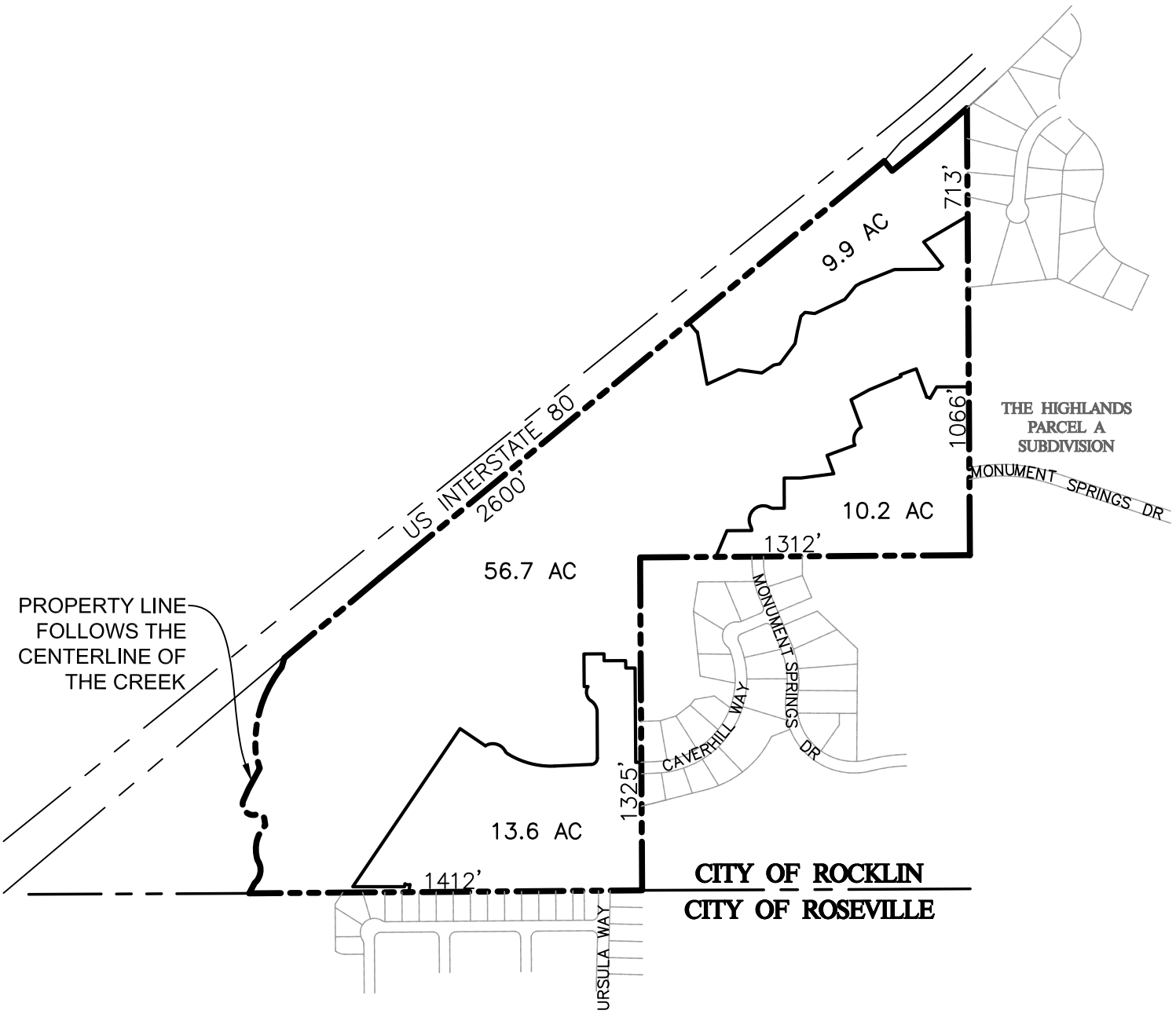
TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

K:\1proj\13XX\1314\Dwg\Exhibits\Dev Agrmnt\VO\A1 LEGAL DESCRIPTION.dwg

EXHIBIT A-2

DIAGRAM OF THE PROPERTY

EXHIBIT A-2
VISTA OAKS
DIAGRAM OF PROPERTY



1"=600'

TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

K:\1proj\13XX\1314\Dwg\Exhibits\Dev Agrmnt\VO\A2 DIAGRM PROP.dwg

EXHIBIT B-1

TENTATIVE SUBDIVISION MAP

EXHIBIT B-1

RESOLUTION NO. 2022-100

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A MODIFICATION TO A TENTATIVE SUBDIVISION MAP
(Vista Oaks / SD-2001-04A, TRE-2001-30A)

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 Subdivision Map (SD-2001-04, TREE-2001-30) was approved via City Council Resolution 2006-351 on November 14, 2006 and allows the subdivision of 93.2 acres generally located at the southerly terminus of China Garden Road into 100 residential lots and 4 open space parcels. This modification proposed changes to the conditions of approval intended to facilitate the construction of the Monument Springs bridge and roadway extensions by allowing construction of additional homes prior to completion of the bridge and roadway improvements in support of the creation of a Community Facilities Finance District and issuance of Bond Opportunities for Land Development (BOLD) bonds. In addition, are revisions to old or outdated conditions.

B. An Environmental Impact Report (EIR) prepared for the project was certified via City Council Resolution No. 2006-349. An Addendum to the EIR has been prepared and certified for this modification via City Council Resolution 2022-98.

C. Upon approval of this Resolution modifying the conditions of approval for the Vista Oaks Tentative Subdivision Map by the City Council hereby rescinds and supersedes in its entirety City Council Resolution 2006-351.

D. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

F. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

G. The site is physically suitable for the proposed type and density of development.

H. The design of the subdivision 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.

I. The design of the subdivision and type of improvements will not cause serious public health problems.

J. The design of the subdivision 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 subdivision.

K. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Vista Oaks tentative subdivision map (SD-2001-04, TRE-2001-30) as depicted in Exhibits A & B, attached hereto and by this reference incorporated herein, is hereby approved, subject to the modified conditions listed below. The approved Exhibits A & B shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibits A & B shall be controlling and shall modify Exhibits A & B. 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 for the purpose of filing with the City Council. 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. Utilities

a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA, ENGINEERING)

b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans. (SPMUD, ENGINEERING)

   Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to the City and SPMUD prior to approval of the sewer plan for the project. (ENGINEERING)

c. Internet, Telephone, Gas, and Electricity – Internet, telephone, gas and electrical service shall be provided to the subdivision from Consolidated Communications / Pacific Bell, Wave Broadband or other local provider, and Pacific Gas & Electric. (PG&E). (APPLICABLE UTILITY, ENGINEERING)

d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)

e. Prior to recordation of final map, the project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public landscaping, improvements such as sound walls, and provision of new or enhanced services such as street lighting. (FINANCE, ENGINEERING, PUBLIC WORKS)

   It is anticipated that the following will be necessary:

   Annexation into: CFD No. 1, Lighting & Landscaping District No. 2, CFD No. 5.

   De-annexation from: Lighting & Landscape District No. 1

2. <u>Schools</u>

a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):

1) 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, to the satisfaction of the Rocklin Unified School District.

2) The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

3. Fire Service

a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency (PCWA). (PCWA, FIRE, ENGINEERING)

b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)

c. Fire Department access into open space areas shall be provided in the general locations indicated on Exhibit A. (FIRE)

d. An Open Space Management and Fuel Modification Plan shall be prepared by the subdivider and approved by the City of Rocklin prior to recording of any final maps for the project. The Open Space Management and Fuel Modification Plan shall provide for but not be limited to the following (ENGINEERING, PUBLIC WORKS, FIRE) (VII-1.):

1) Identification of thirty (30') foot wide fuel modification (fuel break) zones in all open space areas where adjacent to residential parcels (on and off site), taking into account Elderberry bushes and their surrounding none disturbance areas, to reduce fire hazards.

2) Thinning and removal of vegetation in the open space areas to create and maintain the fuel modification zones. Said thinning shall consist of pruning all tree branches to approximately six (6') feet above grade and trimming grasses and shrubs to maintain them at not more than approximately six (6") inches in height.

4. Improvements/Improvement Plans

Project improvements shall be designed, constructed and / or installed as shown on the approved improvement plans, in compliance with applicable city standards including but not limited to the City's Standard Specifications then in effect. The project improvement plans shall be subject to and / or provide for the following (ENGINEERING, PLANNING):

a. 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. (ENGINEERING)

b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless, at the discretion of the City Council, the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting a final map with the City Engineer. The construction of the Monument Springs bridge and roadway improvements shall be included in any subdivision improvement agreement(s), or in a separate agreement approved concurrently, for Phases II or III, including the posting of a bond or bonds for unfinished work. (ENGINEERING)

c. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s). The grading and drainage plan shall include the following:

    1) All storm drainage run-off from site shall be collected into a City standard sand and oil trap manhole (or an equal as approved by the City Engineer) prior to discharge of storm run-off offsite.

    2) Individual lot drainage including features such as lined drainage swales.

    3) 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.

    4) 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.

5) Prior to any grading or construction activities, the applicant shall comply with the provisions of Attachment 4 in the City's Storm water Permit to the satisfaction of the City Engineer. These provisions shall also be applicable to the limited graded lots on Phase 1 of the Vista Oaks project site. (4.4MM-3b)

6) Construction related and permanent Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design and / or noted on the Improvement Plans as appropriate to reduce urban pollutants in runoff, consistent with goals and standards established under Federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Storm water runoff BMPs selected from the Storm Water Quality Task Force, the Bay Area Storm Water Management Agencies Association Start at the Source – Design Guide Manual, or equally effective measures shall be identified prior to final design approval and shall be incorporated into project design and / or noted on the Improvement Plans as appropriate.

   To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs shall be identified in on improvement plans. (4.4MM-4a)

d. Prior to any grading or construction activities, the subdivider shall:

   1) Obtain a General Construction Activity Storm Water Permit as a part of the National Pollutant Discharge Elimination System (NPDES) permit process from the Regional Water Quality Control Board. (ENGINEERING) (4.4MM-3a)

   2) Submit verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the project meets all regulations and that the subdivider has obtained all required permits relating to wetlands and waterways relevant to the construction and / or map phase proposed. (ENGINEERING)

e. The following subdivision improvements shall be designed, constructed, and/or installed:

1) All on-site standard subdivision improvements, including streets, curbs*, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants. (*All curbs shall be vertical curbs and not rolled curbs)

2) Deleted.

3) The following on-site special improvements, timing of construction shall be as noted in Condition 12. Phasing, below:

   i. A property line noise barrier measuring 9-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 14-feet from finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) in front of the first row of lots facing I-80 in order to meet the lower limit exterior noise level of 60 dB L_{dn}.

   The barrier shall connect with the existing 14-foot noise barrier to the east and shall extend southwesterly along the project site's boundary with I-80 and along the easterly boundary of Parcel B terminating approximately 300 feet to the west of lot #23 to prevent sound flanking as shown on Exhibits A & B.

   The barrier wall shall be designed and built to closely match that existing sound wall. If revisions are made to the grading plans for Phase I, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

   ii. A property line noise barrier measuring 3-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 8-feet from adjacent finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) to allow the park site, Parcel E, to meet the lower limit exterior noise level of 69 dB L_{dn}.

   The 8 feet high wall shall be required to extend west from the terminus of the 14-foot barrier, which is required for the Phase I residential area to a point 100 feet past the western terminus of the Phase I area as indicated on Exhibits A & B. Except for height the sound wall shall be designed and built to match the 14-foot sound wall. If revisions are made to the grading plan for Parcel E, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

iii. Within the Phase III site, noise barrier walls shall be constructed along the rear lot lines of Lots 70 through 79 between the rear yard (outdoor activity area) and I-80. The noise barrier walls shall wrap around 2 feet onto the side lot lines on Lots 70 and 79 before terminating. On Lot 100 the noise barrier wall shall begin at the front yard set back line on the lot's westerly property line and extend north, turn and run along the length of the northern property line and wrap around 2 feet onto the easterly property line before terminating (as shown on Exhibit B). The noise barrier walls shall be made of double sided split faced block with a grey granite color. The wall shall be topped with a decorative concrete cap. Noise barrier walls shall be constructed to a height of 6 feet above each building pad elevation. There shall be no openings in the walls. If revisions are made to the grading plan for Phase III, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

iv. Along any property line where any residential lot abuts an open space area, except where masonry sound walls are required for noise attenuation, the following fencing shall be required to be installed (ENGINEERING, PLANNING):

(a) Within 25-feet of the public right-of-way a 30-inch high masonry wall constructed of double sided split faced block with a grey granite color with a decorative concrete cap.

(b) More than 25-feet from the public right-of-way 30-inch high masonry wall constructed double sided split faced block with a grey granite color with a decorative concrete cap. The masonry wall shall be topped with a decorative tubular steel or wrought iron style fence constructed of medium gauge, or better, steel or aluminum powder-coated black or dark bronze approximately 42-inches in height for a total fence height of 6-feet.

(c) Where open space parcels extend between or next to residential lots to accommodate fire access to open space areas (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) a solid six-foot-high redwood fence with metal fence posts. Matching wooden gate(s) with locks and permanent identification signage shall be installed where the fire access transitions from an easement across the adjacent lot(s) to the open space parcel. (ENGINEERING, FIRE)

v. A six-foot-high masonry wall shall be constructed along the common property line between Lots 22 & 23 and Parcel E (the park site). The wall shall be constructed of a grey granite color double sided split faced block

with a decorative concrete cap and pop out decorative pilasters constructed of the same materials at each end. (ENGINEERING, PLANNING)

vi. Decorative tubular metal fencing approximately 3'-6" high installed– with a continuous 6-inch wide concrete strip below the fence for weed control to be installed at the back of sidewalk where open space areas are adjacent to streets. Said fencing shall be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Gates / opening shall be located at the access points to the trail system as indicated on Exhibit A and as required by the Public Works Director for maintenance access. (ENGINEERING, PUBLIC WORKS, PLANNING)

vii. Deleted

viii. Deleted

ix. Electricity, water, sewer, phone, and conduit lines shall be stubbed out for Parcel E to accommodate future park improvements on the site. (ENGINEERING, COMMUNITY SERVICES & FACILITIES)

x. An off-road trail system through Parcels A & E, as shown on Exhibit A, with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system shall be implemented where the trail system connects to all public streets and rights-of-way.

The portion of the trail connecting China Garden Road to Monument Springs Drive shall be constructed of concrete to support a 46,000-pound vehicle, provide for an 11-foot minimum width, and provide for turn radii of a minimum of 43-foot at the center line. (ENGINEERING, FIRE, PUBLIC WORKS)

xi. An emergency access / pedestrian bridge linking Phases I & II, bridge design to provide for but not be limited to the following (ENGINEERING, FIRE, PUBLIC WORKS):

(a) Be passable during a minimum of a 10-year storm event.
(b) Provide for a minimum 12-foot wide deck.
(c) Be designed to carry a minimum load of 46,000 lb.
(d) Provide for a 20-foot wide minimum "non-angulated" approach.
(e) Provide for approach turn radii of a minimum of 43-foot at the center line.

(f) Bridge deck and piers shall be treated with a marine coating.
(g) Bridge railings shall be 54-inches high tubular metal powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Spacing between vertical posts shall be consistent with swimming pool fencing standards. Railing sections shall be designed to be able to manually pivot parallel to the flow of water during storm events which inundate the bridge deck.
(h) Collapsible or removable bollards shall be installed at either end of the bridge to prevent public vehicular access.
(i) Other standards as may be required by the City Engineer.

xii. Implement the approved Open Space Management and Fuel Modification Plan. (VII-1.) (ENGINEERING, FIRE, PUBLIC WORKS)

xiii. The trailhead parking and roundabout on Parcel E as indicated on Exhibit A. (ENGINEERING, FIRE, PUBLIC WORKS)

xiv. The sewer line connection between Phase I and Phase II shall be constructed with and hung from the emergency access bridge across Secret Ravine Creek to minimize impacts to salmon. It is recognized that a sewer lift station may be required to accommodate this design. (ENGINEERING)

4) The following off-site improvements, timing of construction shall be as noted in Condition 12. Phasing, below unless otherwise indicated:

i. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the project site, prior to prior to issuance of the 58th building permit in either Phases II or III collectively, as shown on Exhibit A. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Granite Lake Estates subdivision (SD-2000-02) and Highlands Parcel A subdivision (SD-2003-05) approvals. (ENGINEERING, PLANNING, BUILDING)

ii. A four-foot-wide meandering concrete sidewalk shall be constructed along China Garden Road, from the northerly edge of the project's China Garden Road frontage to the northerly most intersection of China Garden Road and Rustic Hill Drive. The final design and material shall be to the satisfaction of the Public Works Director and the City Engineer. (ENGINEERING, PLANNING)

iii. The subdivider shall have cooperated in the formation of a Bond Opportunities for Land Development (BOLD) Community Facilities District

(CFD) consistent with policies and procedures for Land Secured Financings adopted pursuant to Resolution No. 2005-112 for purposes of financing construction of the Monument Springs bridge, roadway extension, and other eligible improvements prior to commencement of any site work for the subdivision.

f. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC WORKS, PLANNING)

1) Landscaping to be installed in the following areas:

i. In the landscape strip between China Garden Road and the freeway sound wall.

ii. Deleted

2) The landscaping plan shall be prepared by a landscape architect and shall include:

i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Shrubs shall be a minimum five-(5) gallon and trees a minimum of 15 gallon.

ii. A section diagram of proposed tree staking.

iii. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

iv. Use of granite or moss rock boulders along the planting areas.

v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.

vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.

vii. Evergreen climbing vines to grow on the southerly side of the freeway sound walls.

viii. Landscaping in the open space areas adjacent to the public rights-of-way shall provide for a mix of drought tolerant trees, shrubs, and

groundcovers substantially similar to the landscaping along the edge of open space areas in the adjacent Highlands Phase 3 & 4 project.

3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.

4) The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of- way until such time as the City takes over maintenance of the landscaping.

g. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map; provided, that street rights-of-way shall be offered by means of an irrevocable offer of dedication (IOD). (ENGINEERING)

h. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan and shall be accompanied by financial security to ensure implementation of the plan. (ENGINEERING)

i. Prior to commencement of grading, the subdivider shall submit a dust control plan for approval by the City and the Placer County Air Pollution Control District. This plan shall identify adequate dust control measures and shall provide for but not be limited to the following (*4.8MM-2a*) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT):

1) A pre-construction meeting prior to any grading activities to discuss the construction emission / dust control plan with employees and / or contractors. The Placer County Air Pollution Control District is to be invited.

2) The subdivider shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations.

3) The subdivider shall provide for a representative, certified by the California Air Resources Board (CARB) to perform Visible Emissions Evaluations (VEE), to routinely evaluate compliance to Rule 228, Fugitive Dust.

4) It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time.

5) If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as not to exceed District Rule 228 Fugitive Dust Limitations.
6) An enforcement plan established in coordination with the Placer County Air Pollution Control District to weekly evaluate project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. (4.8MM-2d)

j. Prior to any grading or construction activities including issuance of improvement plans, the improvement plans shall clearly indicate that if shallow ground water exists at the time of proposed grading, subdrainage shall be installed in advance of the grading operations to de-water soils within the depth of influence of grading to the extent reasonable. A qualified geologist and/or geotechnical engineer shall estimate the configuration and design of the subdrain systems during exposure of field conditions at the time of or immediately before construction. The contractor may also recommend an alternative which may be mutually agreed upon by the City Engineer and Public Works Director. (4.5MM-4) (ENGINEERING)

k. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the relevant construction phase 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 (4.5MM-5) (ENGINEERING):

- Recommendations for building pad and footing construction;
- Use of soil stabilizers or other additives; and
- Recommendations for surface drainage.

l. Improvement plans shall contain provisions to ensure that (4.5MM-1) (ENGINEERING):

1) Fill placed on slopes steeper than a 6:1 slope gradient (horizontal to vertical), shall be provided with a base key at the toe of the fill slope. The base key shall extend approximately two feet (vertically) into firm material. Fill slopes constructed on the site are expected to be stable if they are constructed on

gradients no steeper than 2:1 (horizontal to vertical) and are provided with a base key.

2) Cut slopes in surficial soil or stream deposits shall not exceed a 2:1 gradient. Cut slopes in underlying rock may be stable at gradients up to 1.5:1 depending on the degree of cementation, groundwater seepage, and the orientation of fractures.

m. If construction is proposed by the developer during the breeding season (February 1 -September 1) of special-status migratory bird species, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction migratory bird survey of the relevant project construction site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified biologist in order to identify active nests of any special-status bird species on the project sites. The results of the survey shall be submitted to the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If active nests are found, an adequately sized temporary non-disturbance buffer zone shall be determined based on California Department of Fish & Game consultation, shall be established around the active nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between February 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January). (4.6MM-2a) (ENGINEERING, PLANNING)

n. Prior to any grading or construction activities, including issuance of improvement plans, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction breeding-season survey (approximately February 1 through September 1) of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

If phased construction procedures are planned for the proposed project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to the City of Rocklin following the completion of the survey that includes, at the minimum, the following information:

- A description of methodology including dates of field visits;
- The names of survey personnel with resume;

- A list of references cited and persons contacted;
- A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, further mitigation would not be required. However, should any raptor species be found nesting on the project site, the following mitigation measures shall be implemented (4.6MM-13a) (ENGINEERING, PLANNING):

1) Construction activities shall avoid any identified raptor nest sites during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone would be determined by a qualified raptor biologist in consultation with the City of Rocklin and California Department of Fish & Game. Highly visible temporary construction fencing shall be installed delineate the buffer zone. (4.6MM-13b)

2) If the nest of any legally-protected raptor species is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young are no longer dependent on the nest site, as determined by a qualified biologist. (4.6MM-13c)

o. Prior to any grading or construction activities a pre-construction survey for western pond turtle shall be conducted by a qualified biologist, to determine presence or absence of this species in the project site. If construction is planned after April 1st, this survey shall include looking for turtle nests within the construction area. If northwestern pond turtles are not found within the project site, no further mitigation is required. If juvenile or adult turtles are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If a nest is found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the turtles have hatched.

If a turtle is observed on the site, work shall cease in the area until the turtle can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for 28 days; if construction does not start within 28 days of the survey, or if construction activities within 50 feet of a wetland area stop for more than 28 days, a new survey shall be conducted. (4.6MM-2c) (ENGINEERING, PLANNING)

p. Prior to any grading or construction activities including issuance of improvement plans, but no longer than 28 days before, a pre-construction protocol-level survey

for western spadefoot toad shall be conducted by a qualified biologist, to determine presence or absence of this species on the project sites. The survey shall be conducted in accordance with all applicable California Department of Fish & Game guidelines. If western spadefoot toads are not found within the project site, no further mitigation is required. If juvenile or adult spadefoot toads are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If spadefoot toad eggs are found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the toads have hatched. (ENGINEERING, PLANNING)

If a spadefoot toad is observed on the site, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for 28 days; if construction does not start within 28 days of the survey, or if construction activities stop for more than 28 days, a new survey shall be conducted. (4.6MM-2e) (ENGINEERING, PLANNING)

q. Prior to any grading or construction activities for Phases I and / or II including issuance of improvement plans for Phases I and / or II, the proposed emergency access bridge connecting Phases I and II of the project and related construction plans shall be designed to comply with the following consistent with the Policies of the Southeast Rocklin Circulation Element (ENGINEERING, PLANNING):

1) The bridge shall be designed to allow the year-round passage of steelhead and Chinook salmon and so that it traverses the creek in a manner that does not in any way impede its current normal (non-storm event) flow. (4.6MM-4a)

2) The width of a creek crossing construction zone within the riparian corridor shall be limited to a maximum of 100 feet. Construction outside of this corridor will be allowed only if design constraints require a zone greater than 100 feet and must be authorized by the City Engineer.

3) Prior to any construction activities in the creek or related riparian areas the precise location of the creek crossing construction zone (corridor) shall be flagged to allow easy identification. Use of heavy equipment shall be restricted to this designated corridor. (4.6MM-4b)

4) Prior to issuance of improvement plans for the emergency access bridge the applicant / subdivider shall provide photographs that clearly document the streambed and bank contours within the creek crossing construction zone. These photographs shall be submitted to and kept on file at the Rocklin Community Development Department. Following construction creek bed and bank contours shall be restored, as near as possible, to pre-project conditions.

5) Topsoil removed by grading to construct the emergency access bridge and approaches shall be reserved and for revegetation and recontouring efforts within the reek crossing construction zone.

r. Prior to issuance of Improvement Plans, the subdivider shall apply for and obtain all permits and approvals relevant to the particular construction phase from the Army Corps of Engineers and the California Department of Fish and Game as required by those agencies or provide written verification from the applicable agency that no permits are required. The subdivider shall comply with the terms and conditions of all such permits. (4.6MM-8a, 4.6MM-8b, & *4.6MM-8c*) (ENGINEERING)

s. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of vernal pool habitat by either (*4.6MM-10*) (ENGINEERING, PLANNING):

1) Documenting that the project design avoids all vernal pool habitats on the project site.

2) Submitting written verification from the Army Corps of Engineers / United States Fish and Wildlife Service that the loss of on-site vernal pool habitat has been approved and mitigated through the Section 404 / Section 7 Consultation permit process.

t. Prior to any grading or construction activities including issuance of improvement plans, pre-construction protocol-level surveys shall be conducted by a qualified biologist on the portions of the project site planned for development, in order to identify the presence of any of the following special-status plant species: Boggs Lake hedge-hyssop (Gratiola heterosepala), Sacramento Orcutt grass (Orcuttia viscida), Slender Orcutt grass (Orcuttia tenuis). Pre-construction protocol-level surveys shall be conducted during the appropriate blooming period (March-October) for all plant species to adequately ensure recognition of potentially-occurring species. Because the blooming period of all potentially-occurring plant species covers a wide range, a minimum of three focused rare plant surveys timed approximately one month apart are recommended from April through June to cover the peak blooming period. The results of the surveys shall be submitted to California Department of Fish & Game and the City of Rocklin for review.

If, as a result of the survey(s), special-status plant species are determined not to occur on the sites, further action shall not be required. If special-status plant species are detected on either site, locations of these occurrences shall be mapped with GPS and consultation with California Department of Fish & Game shall be initiated, and a mitigation plan shall be prepared based on the

consultation. The plan shall detail the various mitigation approaches to ensure no net loss of plant species. (4.6MM-11) (ENGINEERING, PLANNING)

u. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of elderberry shrubs by either (*4.6MM-12a & 4.6MM-12c*):

1) Documenting that the project design avoids all elderberry shrubs on the relevant construction phase.

2) Submitting written verification that the necessary take permit for Valley Elderberry Longhorn Beatle (VELB) has been obtained from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process. All necessary steps required to comply with the take permit including avoidance and replacement of elderberry shrubs consistent with United States Fish and Wildlife Service guidelines must be incorporated into the project improvement plans.

3) Should on site replacement of elderberry shrubs be required the subdivider / developer shall enter into an agreement with the City of Rocklin, prior to final map approval, to ensure that the expenses and liabilities associated with the establishment and maintenance of a Valley Elderberry Longhorn Beatle (VELB) preserve on the project site will be the responsibility of the subdivider / developer and not the City of Rocklin until such time as the terms of the take permit issued by the United States Fish and Wildlife Service have been satisfied. (City Attorney)

v. Prior to any grading or construction activities protective fencing shall be placed around all elderberry shrubs not scheduled for removal to create a 100-foot buffer protection zone around each shrub or as otherwise indicated in consultation with a qualified biologist and in consultation with the United States Fish and wildlife Service. All construction activities and equipment shall remain outside of the specified buffer protection zone throughout the construction period. Where it is not feasible to provide the specified protection zone the subdivider shall consult with the United States Fish and Wildlife Service to determine alternative measures to reduce impacts of construction activities to the elderberry shrubs and documentation of said consultation provided to the City. All construction activities shall be monitored by a qualified biologist to verify compliance with the above. The qualified biologist shall provide documentation of compliance to the City. (*4.6MM-12b*) (ENGINEERING, PLANNING)

w. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project within 350 feet of the freeway the subdivider shall provide verification that a qualified archeologist has been retained, prepared

a data recovery program for historic site PA-89-32 in consultation with the Community Development Director and will implement the data recovery program for historic site PA-89-32 prior to any grading or construction activities in that area. (4-10MM-1a) (ENGINEERING, PLANNING)

x. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified paleontologist has been retained to monitor construction activities and provide written reports to the City. The paleontologist shall be on site at all times work is occurring during the grading and trenching phases of the project in order to observe and assess the potential for discovering paleontological resources. If after the grading and trenching phase the potential of discovering paleontological resources appears to be minimal as determined by the qualified paleontologist, periodic monitoring may be made thereafter. (4.10MM-2a) (ENGINEERING, PLANNING)

y. Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm Water Management plan for the relevant construction phase for preventing noncompliant storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm Water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)

z. Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained and is available to monitor construction activities and provide written reports to the City. This notification shall include name(s) and 24-hour contact information. The storm water management professional shall be present on site at all times necessary when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management. The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. The storm water management professional shall monitor the site prior to, during, and after any storm events. (ENGINEERING)

aa. Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide

funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off-site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall pay a deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season. Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements. (ENGINEERING)

bb. The improvement plans shall clearly reflect and include all modifications and revisions to subdivision design as required by Condition Number 8, Subdivision Design.

cc. The following shall be included in the project notes on the improvement plans:

Water Quality

1) Project construction shall be restricted within 100 feet of Secret Ravine Creek or the Aguilar Road tributary to the dry months of the year (i.e., May through October). (4.4MM-4b)

2) Work shall be scheduled to minimize construction activities in "high-risk" areas and the amount of active disturbed soil areas, during the rainy season (October 15 through May 1). "High-risk areas" include those areas within 50 feet of the USGS water courses, 100-year floodplains, regulated wetlands, and where slopes exceed 16 percent. Unless specifically authorized by the City Engineer or his designees during the rainy season, the developer shall not schedule construction activities in the "high-risk areas" or schedule to have more area of active disturbed soil area than can be managed in conformance with the regulations of the City of Rocklin, the Water Quality Control Board, or any other agency having jurisdiction in this area. (4.4MM-3c)

Air Quality

3) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.

4) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.

5) All adjacent paved streets shall be swept during construction.

6) All trucks leaving the site shall be washed off to eliminate dust and debris.

7) All construction equipment shall be maintained in clean condition.

8) All exposed surfaces shall be revegetated as quickly as feasible.

9) Stockpiles of sand, soil, and other similar materials shall be covered and the beds of trucks hauling these materials to or from the site shall be covered to minimize the generation of airborne particles as required by the City Engineer.

10) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.

11) Construction equipment shall be properly maintained and tuned.

12) Low emission mobile construction equipment shall be utilized where possible.

13) Open burning of removed vegetation shall be prohibited. Vegetative material shall be chipped or delivered to waste or energy facilities. (4.8MM-2g)

14) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. (4.8MM-2b)

15) Idling tie on the project site shall be limited to five (5) minutes for all diesel power equipment. (4.8MM-2e)

16) The California Air Resources Board (CARB) diesel fuel shall be used for all diesel-powered equipment. (4.8MM-2f)

17) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used for an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipate construction timeline including start date, and mane and phone number of the project manager and on-site foreman. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average of 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products attentive fuels, engine retrofit technology, after-treatment products, and / or other options as they become available. As a resource, the Placer County Air Pollution Control District suggest contractors can access the Sacramento Metropolitan Air Quality Management District's web site, at http://www.airquality.org/deqa/Constructionmitigationcalculator.xls, to determine if their off-road fleet meets the requirements listed in this measure. (4.8MM-2c)

Archeological and Paleontological Resources

18) Heavy equipment operators shall be briefed by the project paleontologist to gain awareness of visual identification techniques in order to identify potential paleontological resources. (4.10MM2b)

19) If any paleontological resources are discovered during construction activities, all work shall be halted in the vicinity of the find and the project paleontologist shall be consulted and the City's Community Development Director shall be notified. Upon determining the significance of the resource, the consulting paleontologist, in coordination with the City, shall determine the appropriate actions to be taken, which may include excavation. (4.10MM2c)

20) If during construction outside of the areas designated as CA-PLA-515/H, Highlands #2, or AF-31-67-H, the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and an appropriate Native American representative, including but not limited to the United Auburn Indian Community, shall be immediately notified per Southeast Rocklin Circulation Element Policy 47. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the subdivider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtain from the Indian Community within 72 hours (excluding weekends and State and Federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Native American Representative(s) discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1. (*4-10MM-4a*)

21) Should human remains be found, then the Coroner's office shall be immediately contacted and all work halted until final disposition is made by the Coroner. Should the remains be determined to be of Native American descent, then the Native American Heritage Commission shall be consulted to determine the appropriate disposition of such remains. (4-10MM-4b)

Noise

22) Mufflers shall be installed on all equipment with high engine noise potential. The equipment shall be turned off when not in use. (*4.9MM-1a*)

23) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible. (*4.9MM-1a*)

24) The project shall comply with the City of Rocklin Construction Noise Compatibility 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. (4.9MM-1b)

Geotechnical, Blasting

25) If blasting activities are to occur in conjunction with the improvements, the contractor shall conduct the blasting activities in compliance with state and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any on-site blasting activities. The permit application shall include a description of the work to be accomplished and a statement of the necessity for blasting as opposed to other methods considered including avoidance of hard rock areas and safety measures to be implemented such as use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to insure proper site access and traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame in which blasting will occur in order to limit noise and traffic inconvenience. A note to this effect shall be included on the project's Improvement Plans. (4.9MM-1b & 4.5MM-7)

Biological Resources

26) If a horned lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2b)

27) If a yellow-legged frog is observed on the site during the construction phase, work shall cease in the area until the frog can be moved to a safe location

consistent with California Department of Fish & Game regulations. (4.6MM-2d)

5. Special Provisions

a. To comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), the final map shall provide for the following (ENGINEERING):

1) Delineation of the 100-year floodplain elevation(s);

2) Identification of a finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;

3) Recordation of a flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.

b. Prior to or concurrent with the recording of final maps for each phase of the project, the following provisions shall be recorded by separate instrument to be implemented with the issuance of building permits for development of each lot created by this subdivision (ENGINEERING):

1) Grading and construction on individual lots in the Phase I area, Lots 1 – 23, as indicated on the tentative subdivision map shall comply with the provisions of the Vista Oaks Design Guidelines, DR-2002-21, adopted per City Council Resolution Number 2006-352.

2) All residential lots in the Vista Oaks subdivision as indicated on Exhibit A are subject to Rocklin Municipal Code section 15.04.120.C.2. requiring a fire sprinkler system in each home.

c. Prior to recording of a final map for any phase of the project the subdivider shall provide evidence that the following have been satisfied (ENGINEERING):

1) The project shall implement an offsite mitigation program, coordinated through the Placer County Air Pollution Control District, to offset the project's long-term ozone precursor emissions. The project offsite mitigation program must be approved by Placer County Air Pollution Control District. The project's offsite mitigation program provides monetary incentives to sources of air pollutant emissions within the projects' air basin that are not required by law to reduce emissions. Therefore, the emissions reductions are real, quantifiable and implement provisions of the 1994 State Implementation Plan. The offsite mitigation program reduces emissions within the air basin that would not otherwise be eliminated.

In lieu of the applicant implementing their own offsite mitigation program, the applicant can choose to participate in the Placer County Air Pollution Control District Offsite Mitigation Program by paying an equivalent amount of money into the District program. The actual amount of emission reduction needed through the Offsite mitigation Program would be calculated when the project's average daily emissions have been determined. (4.8MM-5a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT)

d. Landowner and City shall enter into a Reimbursement and Acquisition Agreement for the construction of the Monument Spring Bridge and roadway extension. The landowner and City will cooperate in the formation of a Bond Opportunities for Land Development (BOLD) Community Facilities District (CFD) for purposes of financing construction of the Monument Springs Bridge and roadway extension. City acknowledges that it holds approximately $198,000.00 in an account, collected from Highlands 2 & 3, and allocated $1,500,000.00 in the Capital Improvement Plan (CIP) to be used for the road extension and bridge construction. The funds held by the City will be advanced as the initial funding and progress payments toward bridge construction pursuant to the Reimbursement and Acquisition Agreement between the City and landowner / subdivider.

6. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS, ENGINEERING)

7. Deleted

8. Subdivision Design

Prior to issuance of improvement plans and / or recording of a final map for any phase of the Vista Oaks subdivision the project design shall be revised as follows (ENGINEERING):

a. Emergency fire access routes, a minimum of 6-feet wide, shall be provided to the open space areas at the end of all cul-de-sacs (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) by extending the open space parcels between the parcels to the front setback line. An access easement shall be recorded over the portions of the open space fire access routes that are located within the front yards of single-family residential lots. The easements shall specify that no trees, fencing, or permanent structures may be installed within the easement area. Said access points shall provide for six-foot-high redwood or cedar solid wooden gates located at the front setback line from the street right-of-way. Gates shall be locking and shall be identified by "Fire Access Signs" bolted to the gates. (VII-1.). (ENGINEERING, FIRE)

b. Extend the rear or easterly property lines of Lots 95 through 99 east 22 feet to the boundary with the adjacent Highlands Units 3 & 4 development (APN 454-060-020 and 454-060-032).

c. Prior to submission of improvement plans or a final map for Phase I the project design shall be modified to eliminate Parcel B (formerly proposed for a City freeway sign) to the satisfaction of the Community Development Director.

9. Oak Tree Removal and Mitigation

a. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, an inventory of all existing trees in the construction phase in question shall be provided along with a schedule of removal of those trees shown on the improvement plan to be removed with that phase shall be submitted for review. (PLANNING, ENGINEERING)

b. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall retain a certified arborist to review the design of the subdivision improvements for the construction phase in question and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. The protection measures shall include but are not limited to appropriate fencing around those trees to remain. The protection measures shall be incorporated into the subdivision improvement plans or grading permit for any portion of the subdivision prior to approval. (ENGINEERING, PLANNING)

c. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall provide verification that a certified arborist has been retained and prepared an inspection plan for the construction phase in question providing for the periodic inspection of the site during grading and construction and the necessary tree and root trimming to accommodate construction of roads, trails, and the emergency access bridge. Said arborist will implement the inspection plan and provide written verification to the City Engineer that the approved protection measures are properly implemented. (4.6MM-4a)(ENGINEERING)

d. Prior to recording a final map for any phase of the project the project arborist shall prepare a final list of all oak trees removed within the relevant construction phase(s) that are six inches in diameter or greater, including total number and inches of trees removed. Prior to recording the final map, the subdivider shall mitigate for the removal of all oak trees within that relevant construction phase that are six inches in diameter or greater, in compliance with the provisions of the City of Rocklin Tree Ordinance (Chapter 17.77 of the Rocklin Municipal Code (Ordinance 676), including planting replacement of trees and / or payment of in-lieu fees. If adequate locations cannot be found to replace all removed oak trees, then the remaining mitigation requirement shall be met through payment into the existing City of Rocklin Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (4.6MM-6a) (4.6MM-6b) (ENGINEERING, PLANNING)

e. If planting of replacement is trees is proposed to mitigate for the removal of oak trees a tree planting plan and related five-year irrigation system shall be included with the improvement plans for that portion of the subdivision prior to issuance. The plan shall specify monitoring requirements including required inspections for at least a five-year period to ensure that the trees are established and able to survive on their own. The replacement trees shall be a minimum of 15-gallons in size and of oak species native to the Rocklin area as listed in Appendix A of the City of Rocklin Oak Tree Preservation Guidelines. Replacement trees shall be planted within open space parcels A, C, and D as deemed feasible by a certified arborist or landscape architect. (4.6MM-6a) (PLANNING, ENGINEERING)

10. <u>Parks</u>

a. In lieu of paying the City's Neighborhood Park fees, Parcel E shall be improved and dedicated to the City as a park site.

Prior to recording any phase or portion of this tentative subdivision map, the subdivider shall execute the City's standard form turn key park improvement agreement requiring the subdivider to improve and dedicate, in fee, within a time established by the City, the park site with recreational equipment, facilities, and

landscaping to the satisfaction of the Director of Community Services and Facilities. The agreement shall also provide for but not be limited to the following (Engineering, Community Services and Facilities):

1) The site shall be free of any physical condition or any title encumbrance to the land that would prevent their use as park sites.

2) The subdivider shall provide a verified delineation to the City for review and determination as to whether wetlands exist on the property. To the extent that there are wetlands on the parcel, the developer shall provide verification that they have complied with all federal and state permits for removal of any wetlands prior to dedication to the City.

3) The subdivider is responsible for installation of full street frontage improvement to City Standards (i.e., curb, gutter, and sidewalk, etc.) adjacent to and in the park site when China Garden Road is constructed. At the option of the City, sidewalks may be deferred and incorporated into the park development.

11. Riparian Area and Creek Protection

An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection (ENGINEERING, CITY ATTORNEY):

Parcels A, C, D, & E

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native or mitigation vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing except a tubular steel fence to be located 10-feet behind the back of curb or sidewalk as applicable where the parcel abuts a street; provided, that native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

12. Phasing

The project may be developed in up to three phases as indicated on Exhibit A subject to the following (ENGINEERING, PLANNING):

a. The following shall be completed with the development of any phase of the Vista Oaks project:

4.e.3)xiii. Implement the approved Open Space Management and Fuel Modification Plan prior to recording of a final map for any phase of the project or acceptance of the open space parcels by the City. (VII-1.) Prior to recording a final map for any phase, the owner of the Parcel A open space area, as indicated on the tentative subdivision map, shall enter into an agreement with the City of Rocklin to maintain the Fuel Modification Zone adjacent to each phase of development until such time as Parcel A is dedicated to the City. The contract shall specify that in the event that the property owner fails to fulfill the maintenance obligation the City may place a lien on the land and perform the required work.

b. The following improvements as described in these conditions of approval and noted below shall be completed with the development of Phase I as shown on Exhibit A:

4.e.3)i.	(14-foot noise wall for homes);
4.e.3)ii.	(8-foot noise wall for park);
4.e.3)iv.	(residential / open space interface fencing);
4.e.3)v.	(masonry wall between residential lots and park);
4.e.3)vii.	(remove billboards);
4.e.3)x.	(stub utilities to Parcel E park site);
4.e.3)xi.	(Construct trail system through Parcel A), and connect to end of Monument Springs Road in the Rocklin Highlands;
4.e.3)xii.	(Construct emergency access bridge);
4.e.3)xiv.	(construct trail head parking and turn around);
4.e.4)ii	(Construct four-foot meandering sidewalk along China Garden Road);

c. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase II as shown on Exhibit A:

4.e.3)iv.	(construct residential / open space interface fencing);
4.e.3)vi.	(construct tubular steel fence along open space frontages);
4.e.3)x.	(construct trail system through Parcel A), and connect to end of China Garden Road;
4.e.3)xii.	(construct emergency access bridge);
4.e.4)i.	(extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision prior to issuance of the 58th building permit in either Phases II or III collectively);

d. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase III as shown on Exhibit A:

4.e.3)iii.	(build rear yard sound walls);
4.e.3)iv.	(residential / open space interface fencing);
4.e.3)vi.	(construct tubular steel fence along open space frontages);
4.e.4)i.	(extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision prior to issuance of the 58th building permit in either Phases II or III collectively);

13. Monitoring

Prior to any grading or construction activities including issuance of improvement plans, for any phase of the project 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. (ENGINEERING)

14. Indemnification and Duty to Defend

Within 15 days of approval of this entitlement by the City, the subdivider shall execute an Indemnity Agreement, approved by the City Attorney's Office, to indemnify defend, reimburse, and hold harmless the City of Rocklin and its agents, officers and employees from any claim, action, or proceeding against the City of Rocklin to set aside, void or annul an approval of the entitlement by the City Planning Commission or City Council, which action is brought. The City will promptly notify the applicant of any such claim, action or proceeding, and the City will cooperate in the defense of the claim, action or proceeding. Unless waived by the City, no further processing, permitting, implementation, plan checking or inspection related to the subdivision or parcel map shall be performed by the City if the Indemnity Agreement has not been fully executed. (CITY ATTORNEY)

15. Validity

Pursuant to AB1561, the approval shall expire on May 14, 2023.

PASSED AND ADOPTED this 10th day of May, 2022, by the following vote:

AYES:	Councilmembers:	Gayaldo, Halldin, Janda, Patterson
NOES:	Councilmembers:	Broadway
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Bill Halldin, Mayor

ATTEST:

Hope Ithurburn, City Clerk

APPROVED BY COUNCIL ON 11/14/06

SGA

VISTA OAKS

TENTATIVE MAP

ROCKLIN, CALIFORNIA

CIRCULATION PLAN

DECEMBER 2003

SHEET 1 OF 9

VICINITY MAP

OWNER / DEVELOPER

RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

ENGINEER

TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- CREEKS & TRIBUTARIES
- OFF-SITE ROADS

GENERAL NOTES:

A. Parking
All individual residential parcels are required to provide a minimum of two parking spaces per residence. Spaces can be a combination of garage spaces and carport or uncovered parking spaces.

B. Grading
Residential lots shall be either pad graded or graded on a limited basis. See Grading Guidelines for grading construction standards for non-pad graded lots.
See Grading & Drainage Plan for impacts to trees and wetland resources.

C. Septic Systems
There are no such known existing wells, abandoned wells, sumps or any other underground systems on the property.

D. Signage
There are no signs planned at this time.

E. Tentative Map
Dimensions & areas shown are approximate & subject to change.

F. Final Map
Applicant reserves the right to record multiple final maps.

G. Trail
Alignments shown are for preliminary planning purposes only. Final alignment to be determined by field survey in conjunction with the City of Rocklin.

UTILITY PROVIDERS:

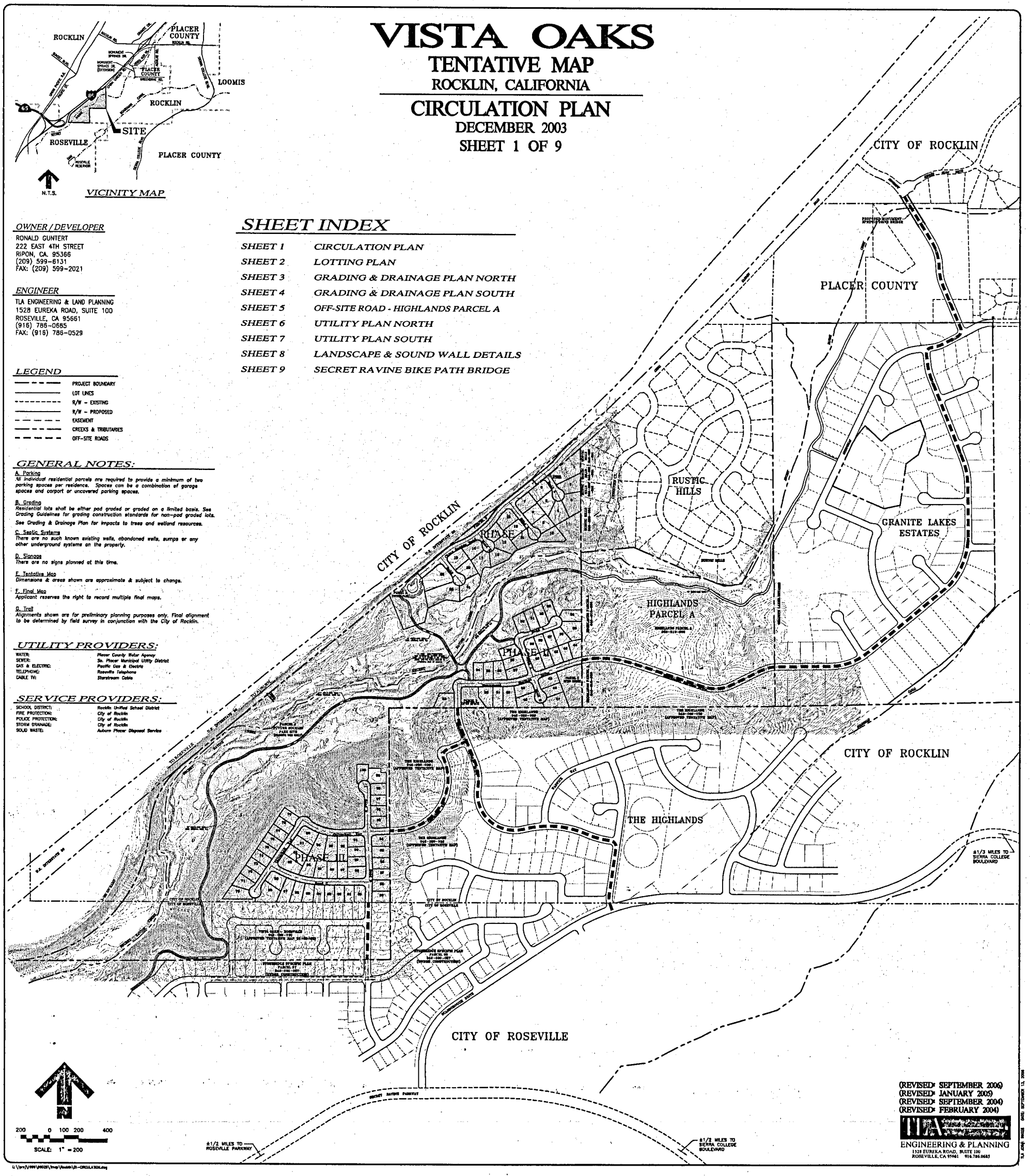
WATER:	Placer County Water Agency
SEWER:	So. Placer Municipal Utility District
GAS & ELECTRIC:	Pacific Gas & Electric
TELEPHONE:	Roseville Telephone
CABLE TV:	Starstream Cable

SERVICE PROVIDERS:

SCHOOL DISTRICT:	Rocklin Unified School District
FIRE PROTECTION:	City of Rocklin
POLICE PROTECTION:	City of Rocklin
STORM DRAINAGE:	City of Rocklin
SOLID WASTE:	Auburn Placer Disposal Service

SHEET INDEX

SHEET 1	CIRCULATION PLAN
SHEET 2	LOTTING PLAN
SHEET 3	GRADING & DRAINAGE PLAN NORTH
SHEET 4	GRADING & DRAINAGE PLAN SOUTH
SHEET 5	OFF-SITE ROAD - HIGHLANDS PARCEL A
SHEET 6	UTILITY PLAN NORTH
SHEET 7	UTILITY PLAN SOUTH
SHEET 8	LANDSCAPE & SOUND WALL DETAILS
SHEET 9	SECRET RAVINE BIKE PATH BRIDGE



(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

APPROVED BY PLANNING COMMISSION ON

October 3, 2006 SGA

RECEIVED
SEP 13 2006

VISTA OAKS

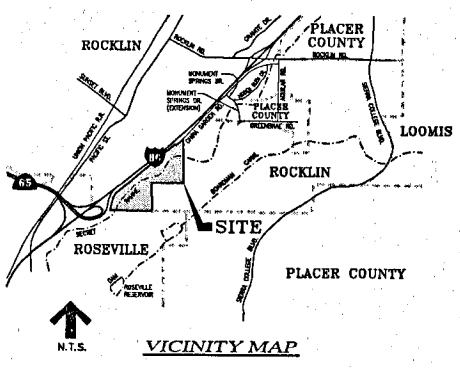
TENTATIVE MAP

ROCKLIN, CALIFORNIA

LOTTING PLAN

DECEMBER 2003

SHEET 2 OF 9



VICINITY MAP

OWNER / DEVELOPER

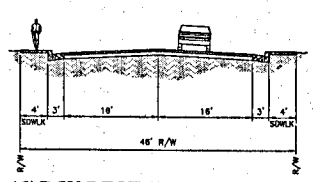
RONALD GUNTERT
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ENGINEER

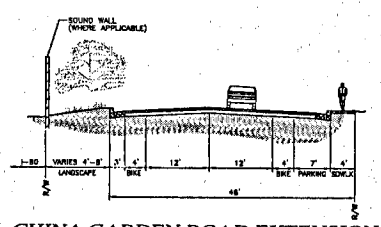
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LEGEND

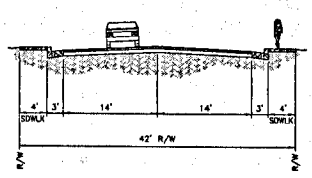
- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- 100-YR FLOOD PLAIN



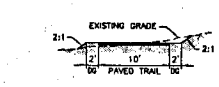
46' R/W RESIDENTIAL STREET
N.T.S.



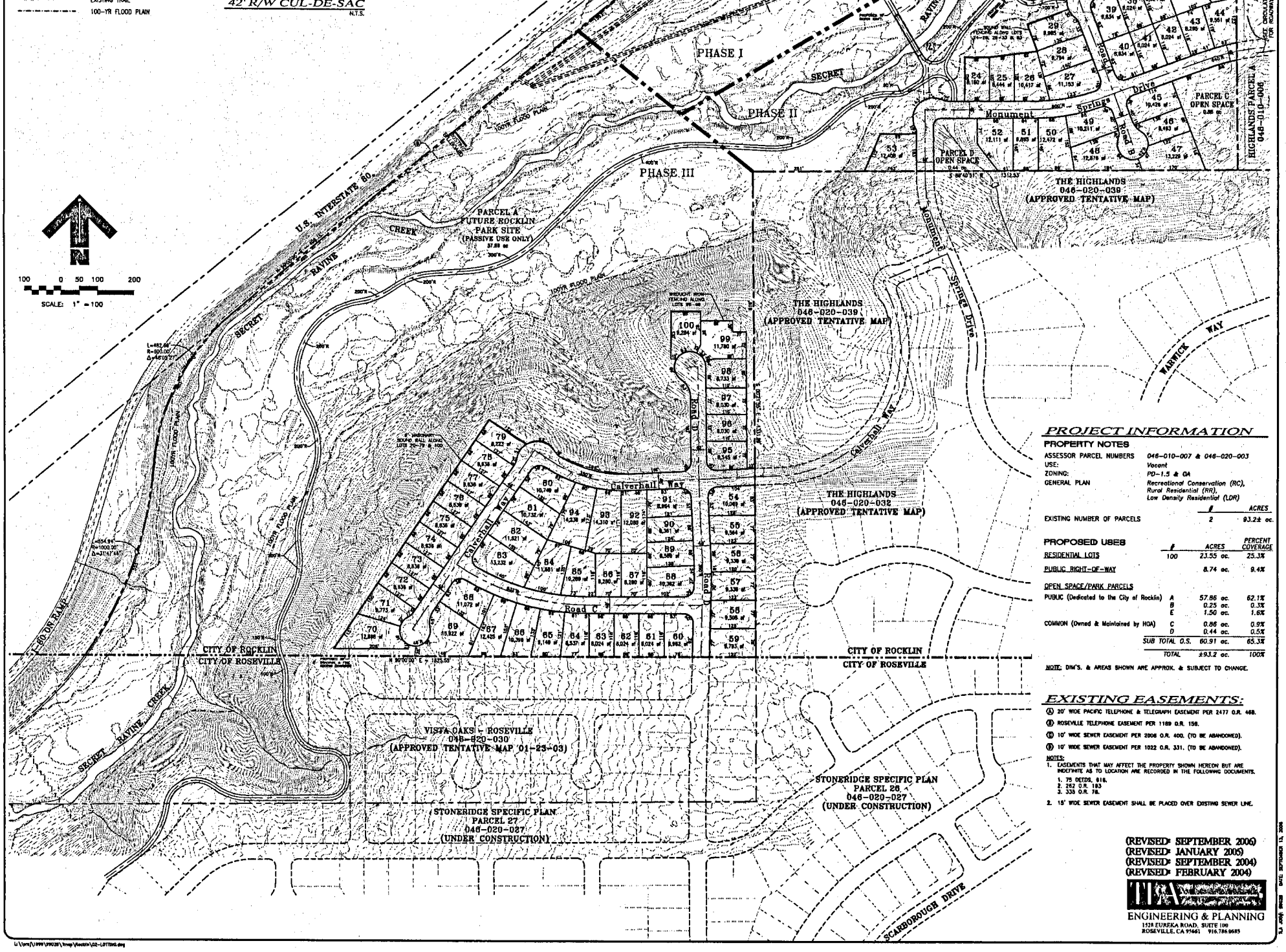
CHINA GARDEN ROAD EXTENSION
N.T.S.



42' R/W CUL-DE-SAC
N.T.S.



14' MULTI-USE TRAIL
N.T.S.



100 0 50 100 200

SCALE: 1" = 100

PROJECT INFORMATION

PROPERTY NOTES

ASSESSOR PARCEL NUMBERS	046-010-007 & 046-020-003
USE:	Vacant
ZONING:	PD-1.5 & OA
GENERAL PLAN	Recreational Conservation (RC), Rural Residential (RR), Low Density Residential (LDR)

	#	ACRES
EXISTING NUMBER OF PARCELS	2	93.2± ac.

PROPOSED USES	#	ACRES	PERCENT COVERAGE
RESIDENTIAL LOTS	100	23.55 ac.	25.3%
PUBLIC RIGHT-OF-WAY		8.74 ac.	9.4%
OPEN SPACE/PARK PARCELS			
PUBLIC (Dedicated to the City of Rocklin)	A	57.86 ac.	62.1%
	B	0.25 ac.	0.3%
	E	1.50 ac.	1.6%
COMMON (Owned & Maintained by HOA)	C	0.86 ac.	0.9%
	D	0.44 ac.	0.5%
	SUB TOTAL O.S.	60.91 ac.	65.3%
	TOTAL	±93.2 ac.	100%

NOTE: DIM'S. & AREAS SHOWN ARE APPROX. & SUBJECT TO CHANGE.

EXISTING EASEMENTS:

(A) 20' WIDE PACIFIC TELEPHONE & TELEGRAPH EASEMENT PER 2477 O.R. 468.

(B) ROSEVILLE TELEPHONE EASEMENT PER 1189 O.R. 158.

(C) 10' WIDE SEWER EASEMENT PER 2006 O.R. 400. (TO BE ABANDONED).

(D) 10' WIDE SEWER EASEMENT PER 1022 O.R. 331. (TO BE ABANDONED).

NOTES:

1. EASEMENTS THAT MAY AFFECT THE PROPERTY SHOWN HEREON BUT ARE INDEFINITE AS TO LOCATION ARE RECORDED IN THE FOLLOWING DOCUMENTS.
   1. 75 DEEDS, 616.
   2. 252 O.R. 193
   3. 338 O.R. 78.
2. 15' WIDE SEWER EASEMENT SHALL BE PLACED OVER EXISTING SEWER LINE.

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA
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DATE: SEPTEMBER 13, 2006

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VISTA OAKS

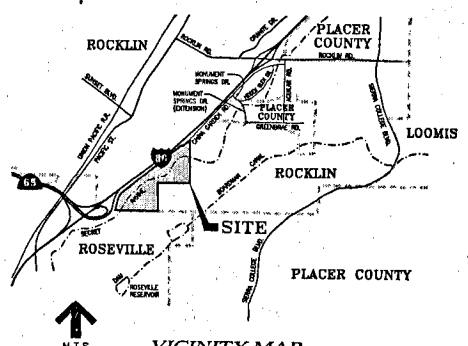
TENTATIVE MAP

ROCKLIN, CALIFORNIA

GRADING & DRAINAGE PLAN NORTH

DECEMBER 2003

SHEET 3 OF 9



VICINITY MAP

OWNER / DEVELOPER

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ENGINEER

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OAK TREE IMPACTS:

Total Oak Trees within Developable Portions	1,454	(23,170 in.)
Roads & Lot Areas	1,259	(19,896 in.)
Bike Trail Area	195	(3,274 in.)
Total Oak Tree Impact	443	(30.5%)
Roads & Lot Areas	377	(25.9%)
Bike Trail Area	66	(4.6%)

NOTE:
1. Tree numbers do not include the 291 (2,812 in.) dead or dying oak trees recommended for removal by the project arborist.
2. An additional 244 (3,632 in.) oak trees are preserved within open space Parcel A.
3. 13 Elderberry bushes to be impacted.

WETLAND IMPACTS:

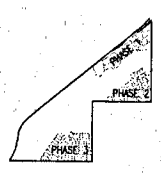
TOTAL WETLANDS	334,236 SQ.FT.	7.67 AC.	100%
WETLANDS IMPACTED	37,487 SQ.FT.	0.86 AC.	11.2%

GRADING DISTURBANCE:

	PHASE 1	PHASE 2	PHASE 3	TOTAL	TOTAL	
ROADWAYS	136,100 sf.	83,100 sf.	111,900 sf.	341,100 sf.	7.83 ac.	25%
PAD GRADING	96,600 sf.	307,300 sf.	546,200 sf.	950,100 sf.	21.81 ac.	68%
TRAIL GRADING			102,100 sf.	102,100 sf.	2.34 ac.	7%
TOTAL GRADING	232,700 sf.	400,400 sf.	760,200 sf.	1,393,300 sf.	31.98 ac.	100%

NUMBER OF PAD GRADED LOTS 77
NUMBER OF LIMITED GRADED LOTS 23

PHASE 1		
CUT/FILL	8,800 CY CUT	2,100 CY FILL
NET	6,700 CY CUT	
PHASE 2		
CUT/FILL	34,200 CY CUT	27,400 CY FILL
NET	6,800 CY CUT	
PHASE 3		
CUT/FILL	76,200 CY CUT	85,800 CY FILL
NET	9,600 CY FILL	
TOTAL		
CUT/FILL	119,200 CY CUT	115,300 CY FILL
NET	3,900 CY CUT	

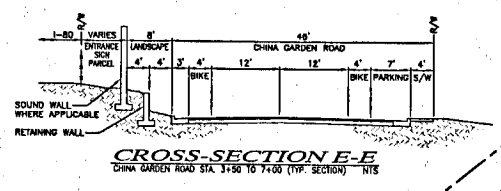


GRADING CONCEPT NOTES:

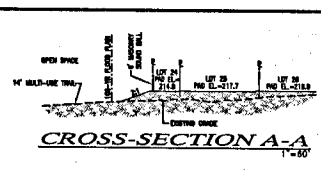
1. ALL SLOPES SHALL BE 2:1 UNLESS OTHERWISE SPECIFIED.
2. RETAINING WALLS & 2:1 SLOPES MAY BE USED INTERCHANGEABLY BASED ON APPROVAL BY THE CITY OF ROCKLIN.
3. LOTS MARKED LG ARE LIMITED GRADED LOTS. ALL OTHER LOTS ARE TO BE PAD GRADED.
4. GRADING CALCULATIONS ARE PRELIMINARY AND INTENDED TO PORTRAY ORDER OF MAGNITUDE. MODIFICATION TO FINAL GRADES WILL BE MADE DURING PREPARATION OF PROJECT IMPROVEMENT PLANS. SUCH MODIFICATIONS WILL BE NECESSARY TO ADDRESS SOIL FACTORS RELATING TO SHRINK/SWELL AND EXCAVATED ROCK MATERIAL. THE PROJECT IS ANTICIPATED TO BALANCE ON-SITE.
5. SEE SHEET 5 OF 9 FOR TREE IMPACTS, WETLAND IMPACTS & GRADING DISTURBANCES PERTAINING TO THE EXTENSION OF MONUMENT SPRINGS ROAD THRU THE ELLIOTT HOMES PARCEL. QUANTITIES ON THIS PAGE ARE FOR VISTA OAKS ONLY.
6. ALL LAST STORM DRAINAGE STRUCTURES PRIOR TO ENTERING THE CREEK SHALL BE SAND AND OIL SEPARATOR TYPE.

LEGEND

- PROPOSED STORM DRAIN LINE
- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- V-DITCH
- MASONRY SOUND WALL
- RETAINING WALL
- WETLAND AREA
- WETLAND IMPACTS
- CULVERT OUTFALL & STREAM BANK SLOPE PROTECTION
- ELDERBERRY BUSH
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (DEAD OR DYING)



CROSS-SECTION E-E
CHINA GARDEN ROAD STA. 3+50 TO 7+00 (TYP. SECTION) NTS



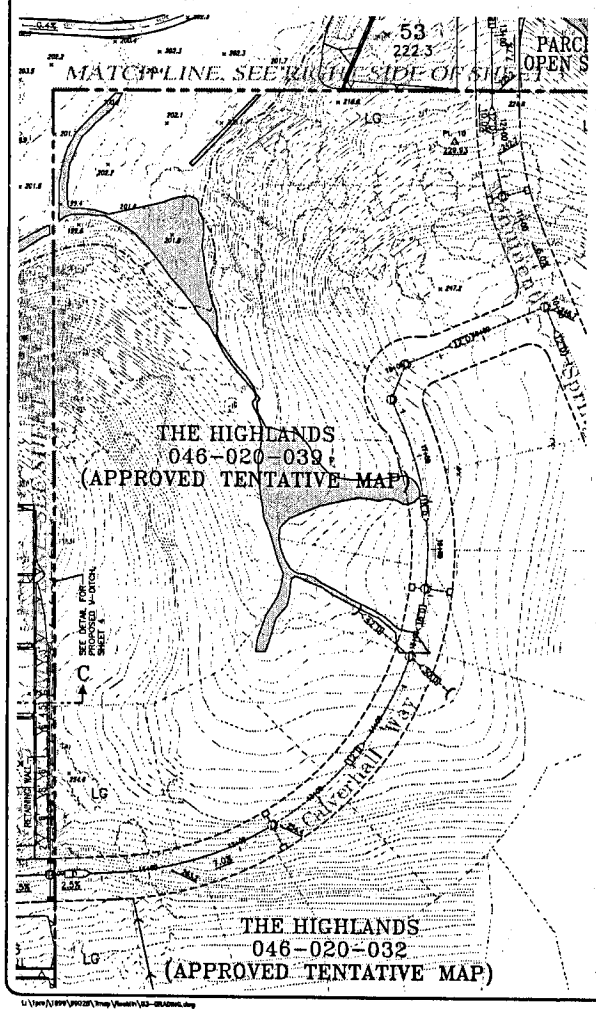
CROSS-SECTION A-A
1"=60'

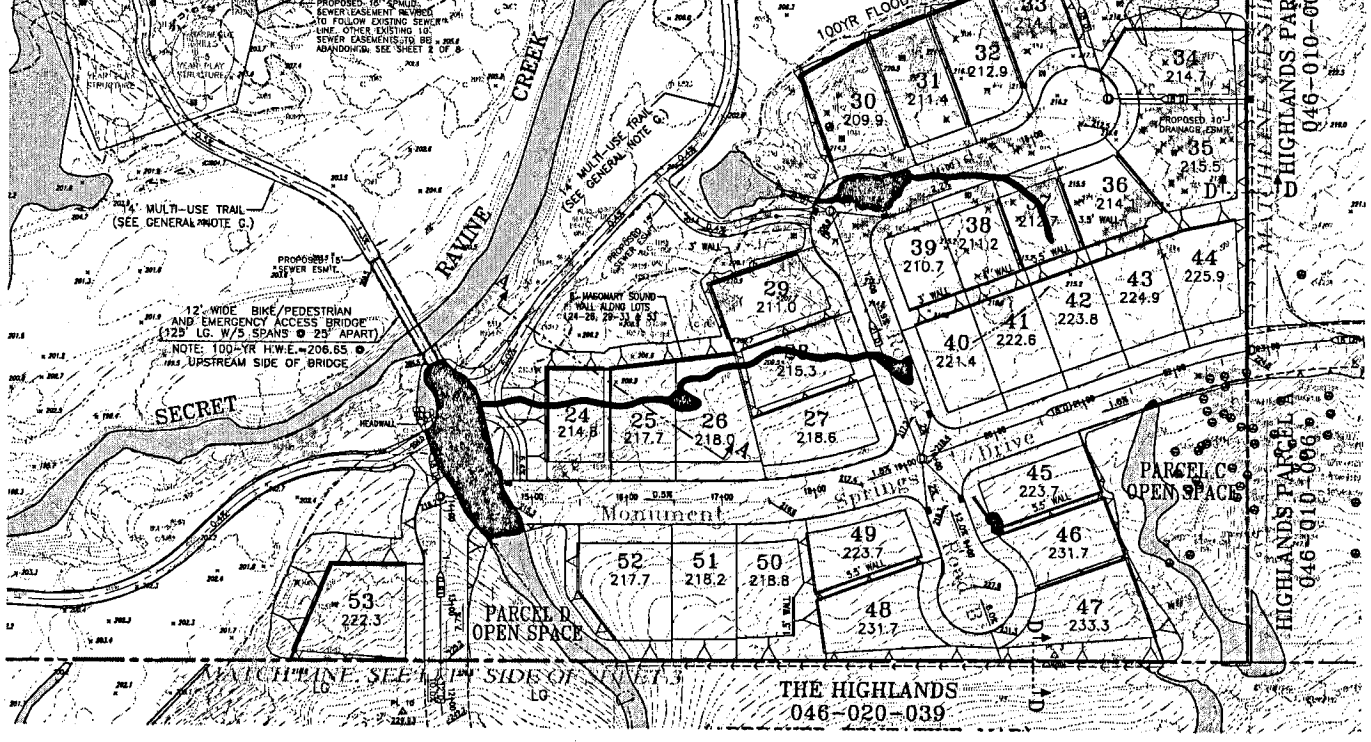


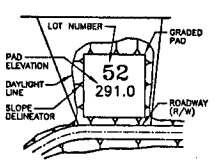
CROSS-SECTION F-F
TYPICAL OVERLAND RELEASE BETWEEN LOTS 3:4, 10:11, 16:17 & 21:22 NTS



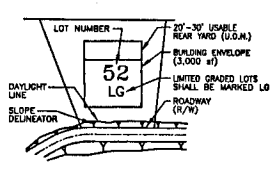
CROSS-SECTION D-D
TYPICAL TOP OF SLOPE DRAINAGE FOR LOTS 34, 35, 44, 47, 48, 50, 51 & 52 NTS



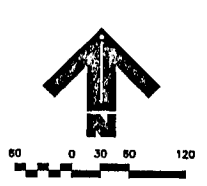




PAD GRADED LOTS NTS



LIMITED GRADED LOTS NTS



(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2006

VISTA OAKS

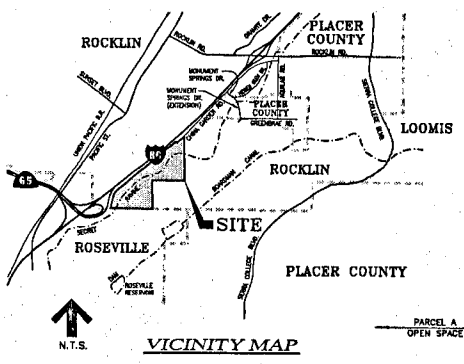
TENTATIVE MAP

ROCKLIN, CALIFORNIA

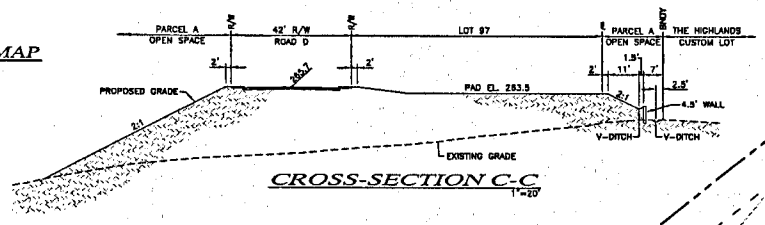
GRADING & DRAINAGE PLAN SOUTH

DECEMBER 2003

SHEET 4 OF 9

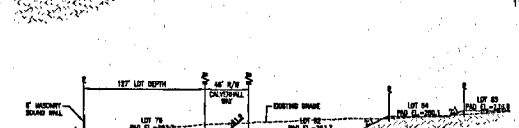


VICINITY MAP



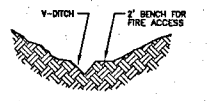
CROSS-SECTION C-C

1"=20'



CROSS-SECTION B-B

1"=80'



V-DITCH AND FIRE ACCESS NTS

OWNER / DEVELOPER

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1528 EUREKA ROAD, SUITE 100
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(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROPOSED STORM DRAIN LINE
- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- V-DITCH
- MASONRY SOUND WALL
- RETAINING WALL
- WETLAND AREA
- WETLAND IMPACTS
- CULVERT OUTFALL & STREAM BANK SLOPE PROTECTION
- ELDERBERRY BUSH
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (DEAD OR DYING)

60 0 30 60 120

SCALE: 1" = 60

U.S. INTERSTATE 80

SECRET RAVINE CREEK

100YR FLOOD PLAIN

PARCEL A
FUTURE ROCKLIN
PARK SITE
(PASSIVE USE ONLY)

EXISTING BILLBOARD

MULTI-USE TRAIL (SEE GENERAL NOTE G.)

14' MULTI-USE TRAIL (SEE GENERAL NOTE G.)

8' MASONRY SOUND WALL ALONG LOTS 70-79 & 100

MASONRY SOUND WALL TO BE 6' ABOVE PAD ELEVATION

SEE DETAIL FOR PROPOSED V-DITCH, SHEET 8

SEE DETAIL FOR PROPOSED V-DITCH, SHEET 8

OVERLAND RELEASE PATH

PROPOSED 20' DRAINAGE & FIRE ACCESS CORRIDOR

I-80 ON RAMP

CITY OF ROCKLIN
CITY OF ROSEVILLE

PARCEL A
OPEN SPACE

SECRET RAVINE CREEK

Silverball Way

Road C

Road D

Road E

Road F

Fairway Lane (APPROX. LOCATION)

VISTA OAKS - ROSEVILLE
046-020-030
(APPROVED TENTATIVE MAP 01-23-03)

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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ROSEVILLE, CA 95661 916.786.0685

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VISTA OAKS

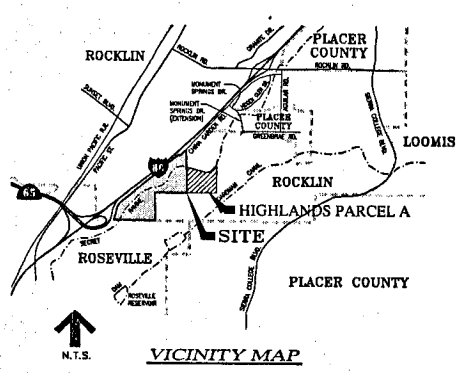
TENTATIVE MAP

ROCKLIN, CALIFORNIA

OFF-SITE ROAD - HIGHLANDS PARCEL A

DECEMBER 2003

SHEET 5 OF 9

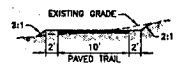


VICINITY MAP

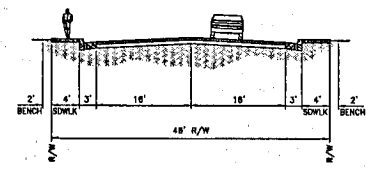


CROSS-SECTION D-D

TYPICAL TOP OF SLOPE DRAINAGE FOR LOTS 34, 35, 44, 47, 48, 50, 51 & 52 N.T.S.



10' PAVED PUBLIC ACCESS TRAIL N.T.S.



46' R/W RESIDENTIAL STREET N.T.S.

OWNER

ELLIOTT HOMES, INC.
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA. 95630-8574
(916) 984-1300
FAX: (916) 984-1322

DEVELOPER

RONALD GUNTERT
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FAX: (209) 599-2021

ENGINEER

TERRANCE E. LOWELL & ASSOC., INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- R/W - OFF-SITE
- R/W - ON-SITE
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- V-DITCH
- SOUND WALL
- WETLAND AREA
- WETLAND IMPACTS
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- CULVERT OUTFALL & STREAM BANK SLOPE PROTECTION
- ELDERBERRY BUSH
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (DEAD OR DYING)

TREE IMPACTS:

Total Oak Trees within Developable Portions	289 (3,786 in.)	
Total Oak Tree Impact	51 (448 in.)	17.6%

NOTE:
1. Tree numbers do not include the 20 (230 in.) dead or dying trees recommended for removal by the project arborist.

WETLAND IMPACTS:

TOTAL WETLANDS	59,655 SQ.FT.	1.37 AC.	100%
WETLANDS IMPACTED	974 SQ.FT.	0.02 AC.	0.0%

GRADING DISTURBANCE:

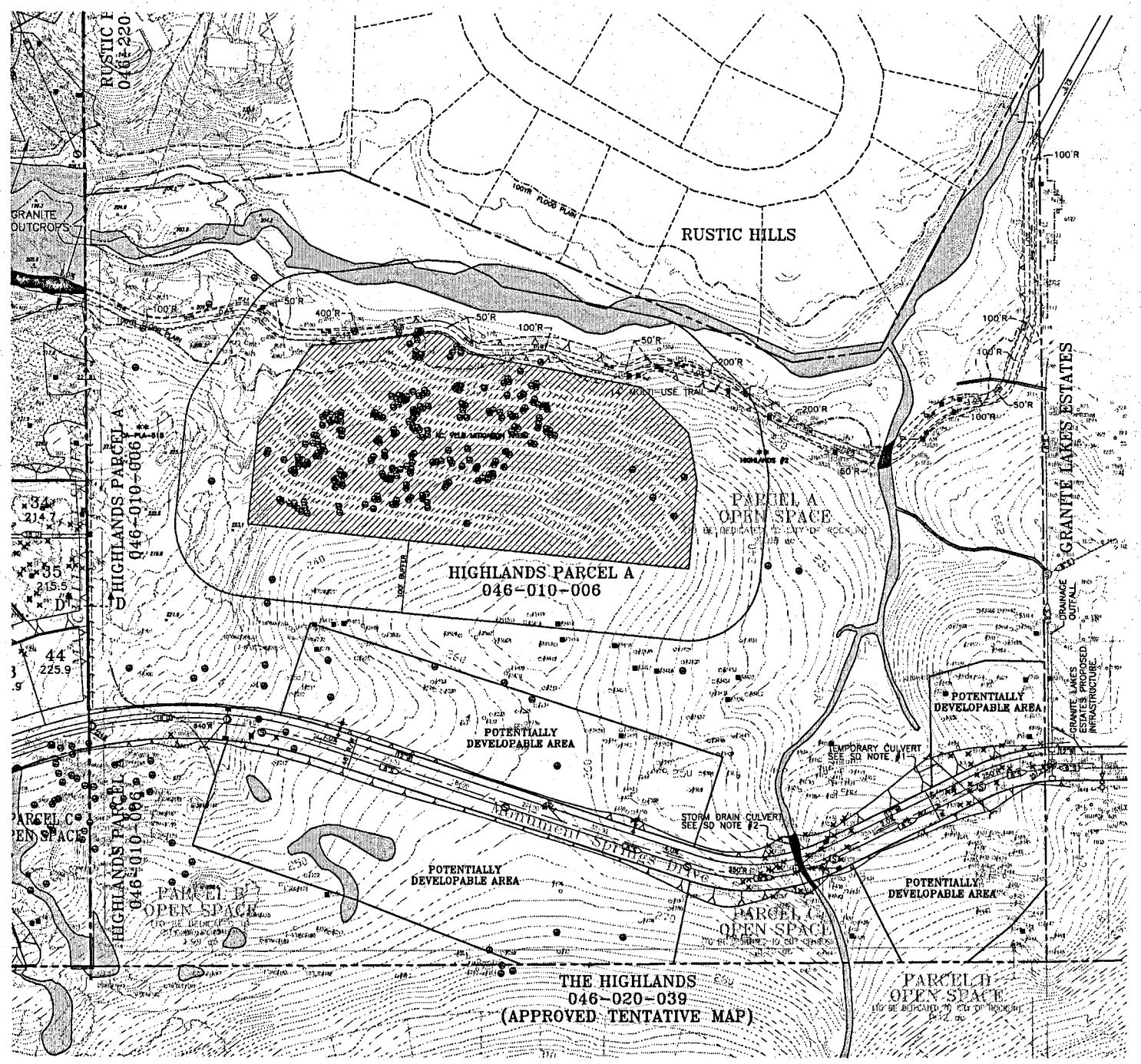
ROADWAYS	2.04 AC.	88,646 SQ. FT.

GRADING CONCEPT NOTES:

1. MAXIMUM SLOPE SHALL BE 2:1.
2. RETAINING WALLS MAY BE USED IN PLACE OF 2:1 SLOPES.
3. PROPOSED 14' WIDE PAVED PUBLIC ACCESS TRAIL NOT TO EXCEED 5% SLOPES.

STORM DRAIN NOTES:

1. FOR THE CONSTRUCTION OF MONUMENT SPRINGS ROAD, A TEMPORARY DRAINAGE CULVERT WILL BE REQUIRED. FUTURE DEVELOPMENT (PADED RESIDENTIAL LOTTING) WOULD RESULT IN THE PERMANANT REMOVAL OF THE TEMPORARY CULVERT. IT WOULD BE REPLACED BY UPHILL CUTOFF DITCHES THAT WILL DIVERT THE DRAINAGE TO OTHER FACILITIES. THE CULVERT WILL BE REINFORCED CONCRETE PIPE OR CORRUGATED STEEL PIPE PER THE CITY OF ROCKLIN STANDARDS. PIPE SIZE ESTIMATED TO BE 30".
2. THE CULVERT WILL BE REINFORCED CONCRETE PIPE OR CORRUGATED STEEL PIPE PER THE CITY OF ROCKLIN STANDARDS. PIPE SIZE ESTIMATED TO BE 36".



N

60 0 30 60 120

SCALE: 1" = 60

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2006

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VISTA OAKS

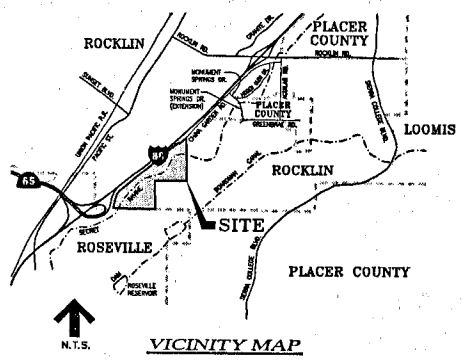
TENTATIVE MAP

ROCKLIN, CALIFORNIA

UTILITY PLAN NORTH

DECEMBER 2003

SHEET 6 OF 9



VICINITY MAP

OWNER / DEVELOPER

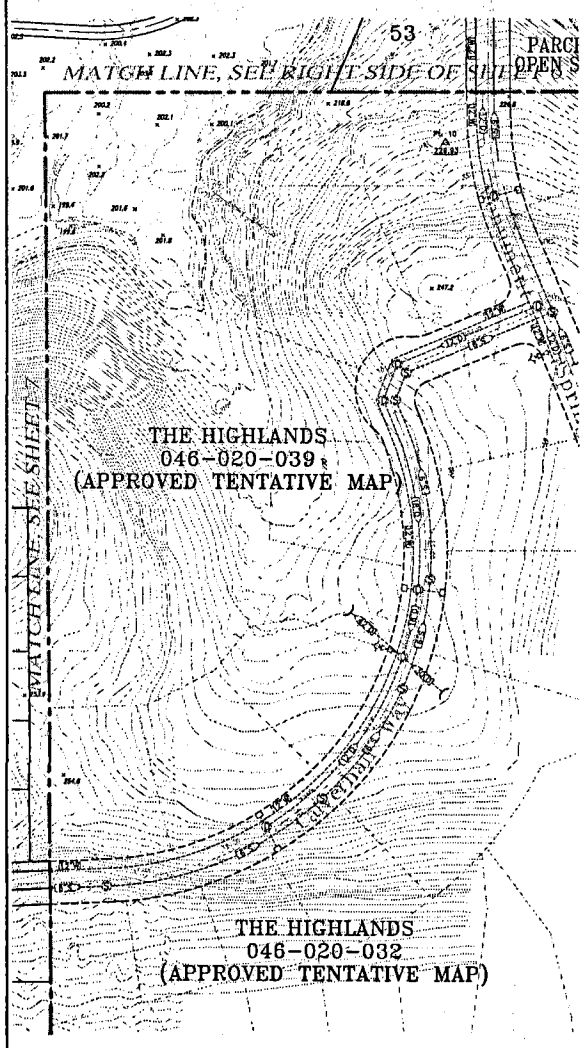
RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
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FAX: (209) 599-2021

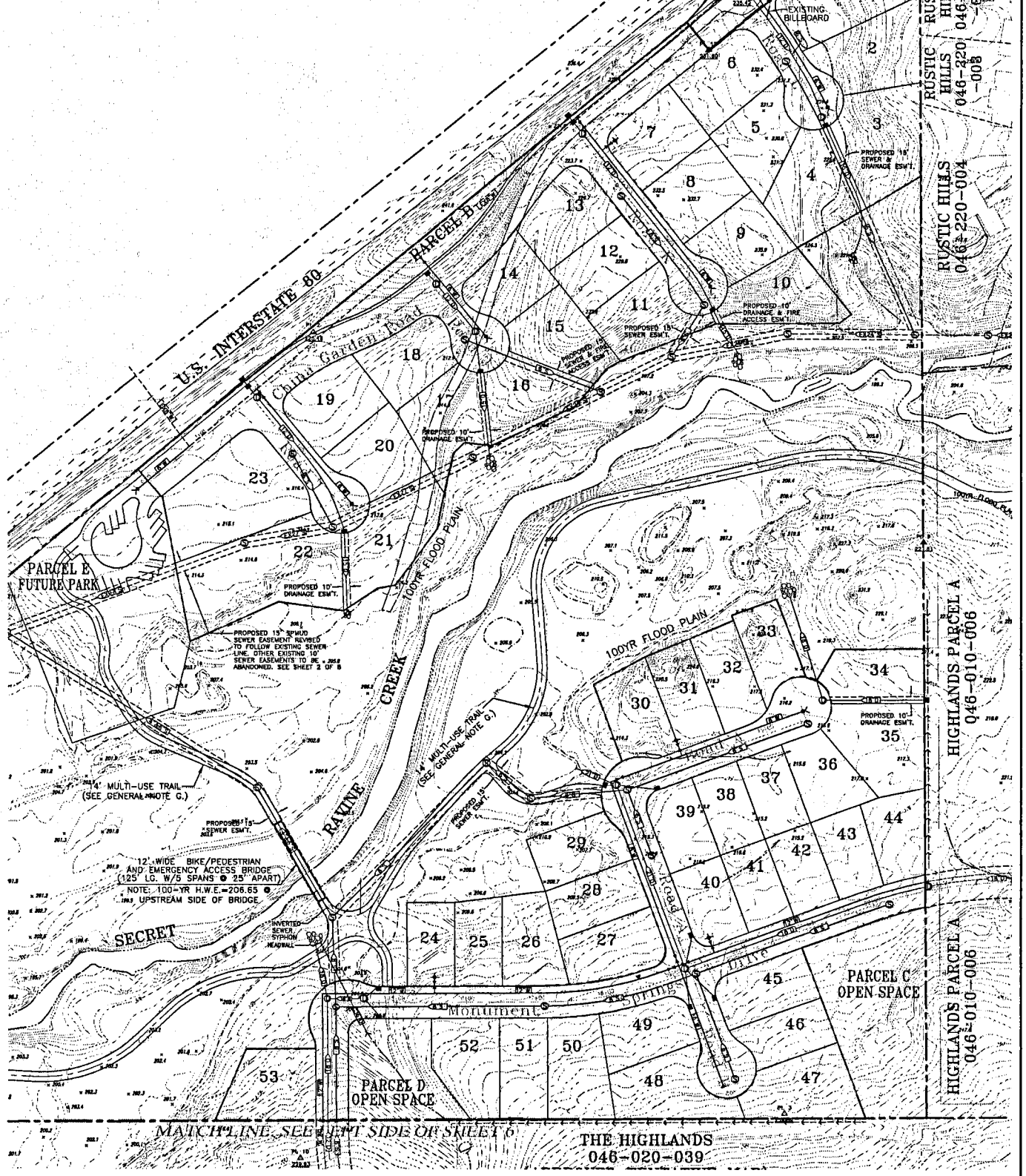
ENGINEER

TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W – EXISTING
- R/W – PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED SEWER M.H.
- PROPOSED STORM DRAIN M.H.
- PROPOSED WATER VALVE
- PROPOSED WATER BLOWOFF VALVE
- PROPOSED FIRE HYDRANT ASSY.
- PROPOSED AIR RELEASE VALVE





60 0 30 60 120

SCALE: 1" = 60

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2006

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VISTA OAKS

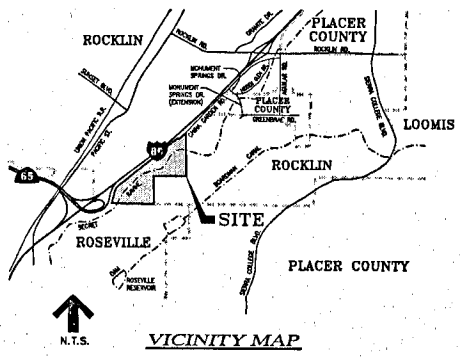
TENTATIVE MAP

ROCKLIN, CALIFORNIA

UTILITY PLAN SOUTH

DECEMBER 2003

SHEET 7 OF 9



VICINITY MAP

OWNER / DEVELOPER

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LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- 12"W PROPOSED WATER
- 12"S PROPOSED SEWER
- 24"D PROPOSED STORM DRAIN
- PROPOSED SEWER M.H.
- PROPOSED STORM DRAIN M.H.
- PROPOSED WATER VALVE
- PROPOSED WATER BLOWOFF VALVE
- PROPOSED FIRE HYDRANT ASSY.
- PROPOSED AIR RELEASE VALVE

N

60 0 30 60 120

SCALE: 1" = 60

U.S. INTERSTATE 80
EXISTING BILLBOARD
100YR FLOOD PLAIN
14' MULTI-USE TRAIL (SEE GENERAL NOTE G.)
SECRET RAVINE CREEK
PARCEL A
FUTURE ROCKLIN PARK SITE
(PASSIVE USE ONLY)
SEE DETAIL FOR PROPOSED V-DITCH, SHEET 6
MATCHLINE SEE SHEET 6 (ABOVE)
SEE DETAIL FOR PROPOSED V-DITCH, SHEET 8
DRAINAGE TO GO UNDER ROADWAY VIA 4'W x 2'H BOX CULVERT
SEE DETAIL FOR PROPOSED V-DITCH, SHEET 8
I-80 ON RAMP
CITY OF ROCKLIN
CITY OF ROSEVILLE
OVERLAND RELEASE PATH
PROPOSED 20' DRAINAGE & FIRE ACCESS CORRIDOR
PARCEL A
OPEN SPACE
SECRET RAVINE CREEK
14' MULTI-USE TRAIL (SEE GENERAL NOTE G.)
Road E
Road F
Road G
Road D
Road C
Road B
Road A
Road A
Road B
Road C
Road D
Road E
Road F
VISTA OAKS - ROSEVILLE
046-020-030
(APPROVED TENTATIVE MAP 01-23-03)
STONERIDGE SPECIFIC PLAN
PARCEL 27
046-020-027
(UNDER CONSTRUCTION)

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2006

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VISTA OAKS

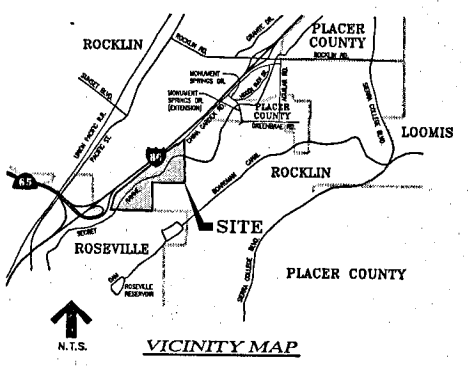
TENTATIVE MAP

ROCKLIN, CALIFORNIA

SECRET RAVINE BIKE PATH BRIDGE

DECEMBER 2003

SHEET 9 OF 9



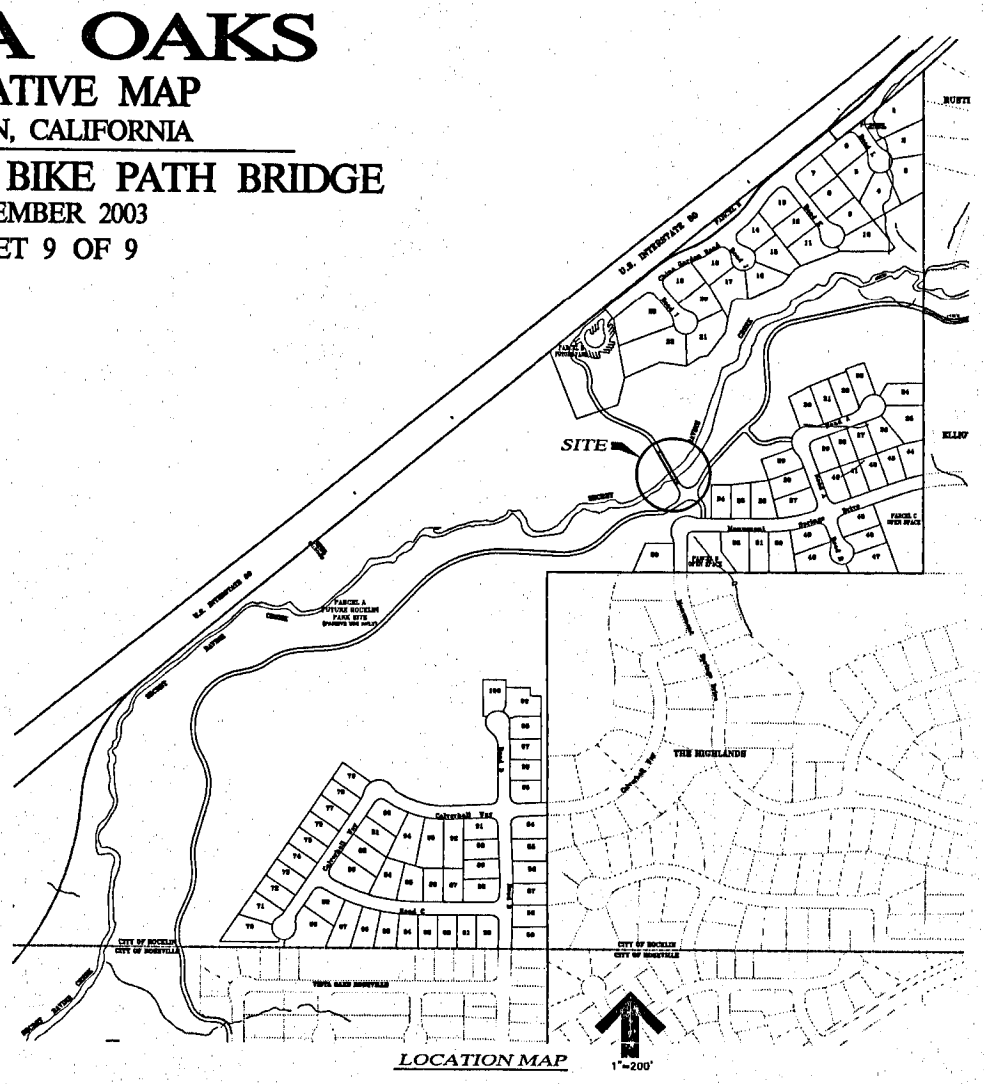
VICINITY MAP

OWNER / DEVELOPER

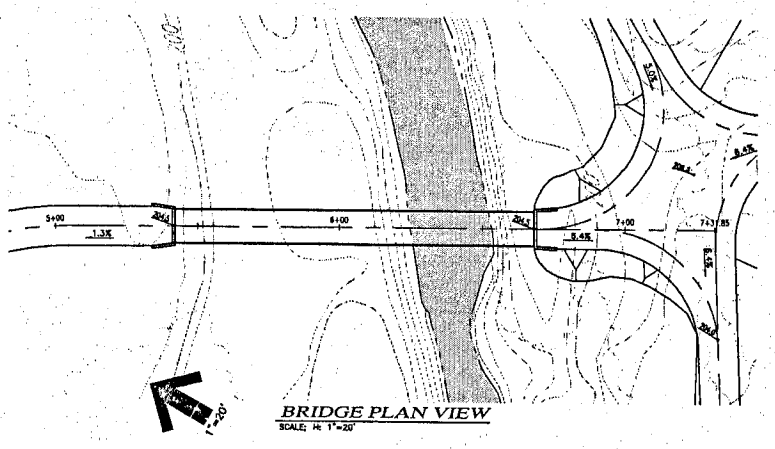
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(916) 786-0685
FAX: (916) 786-0529



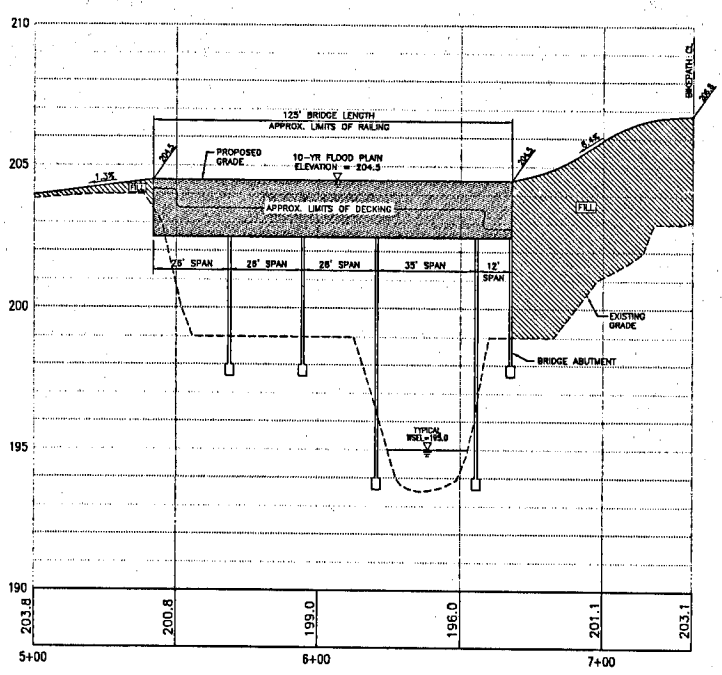
LOCATION MAP 1"=200'



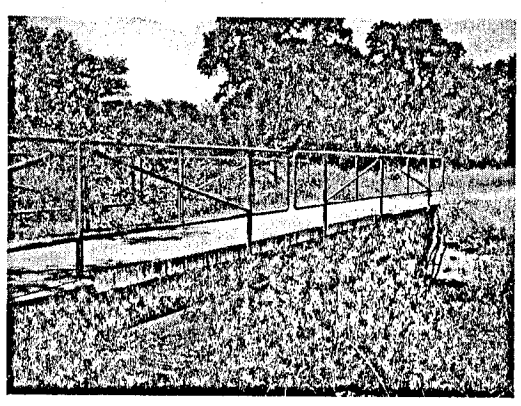
BRIDGE PLAN VIEW
SCALE: H: 1"=20'



BIKE TRAIL SIGN



BRIDGE CROSS-SECTION
SCALE: H: 1"=20'
V: 1"=2'



LOW WATER CROSSING BRIDGE

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

TLA JOB#: 99028 DATE: SEPTEMBER 13, 2006

L:\pro\1999\99028\Dwg\Vtmap\09-BRIDGE DESIGN.dwg

VISTA OAKS

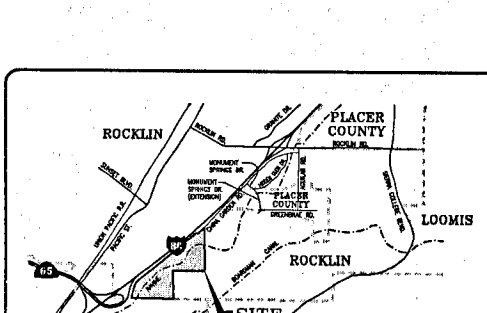
TENTATIVE MAP

ROCKLIN, CALIFORNIA

LANDSCAPE & SOUND WALL DETAILS

DECEMBER 2003

SHEET 8 OF 9



VICINITY MAP

OWNER / DEVELOPER

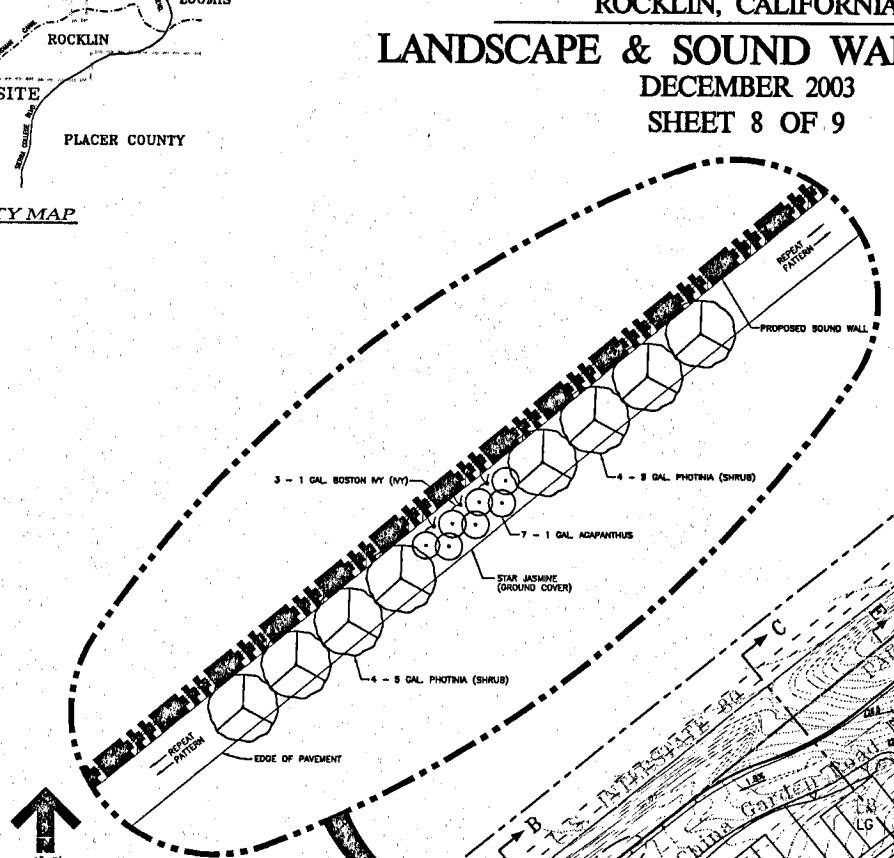
RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

ENGINEER

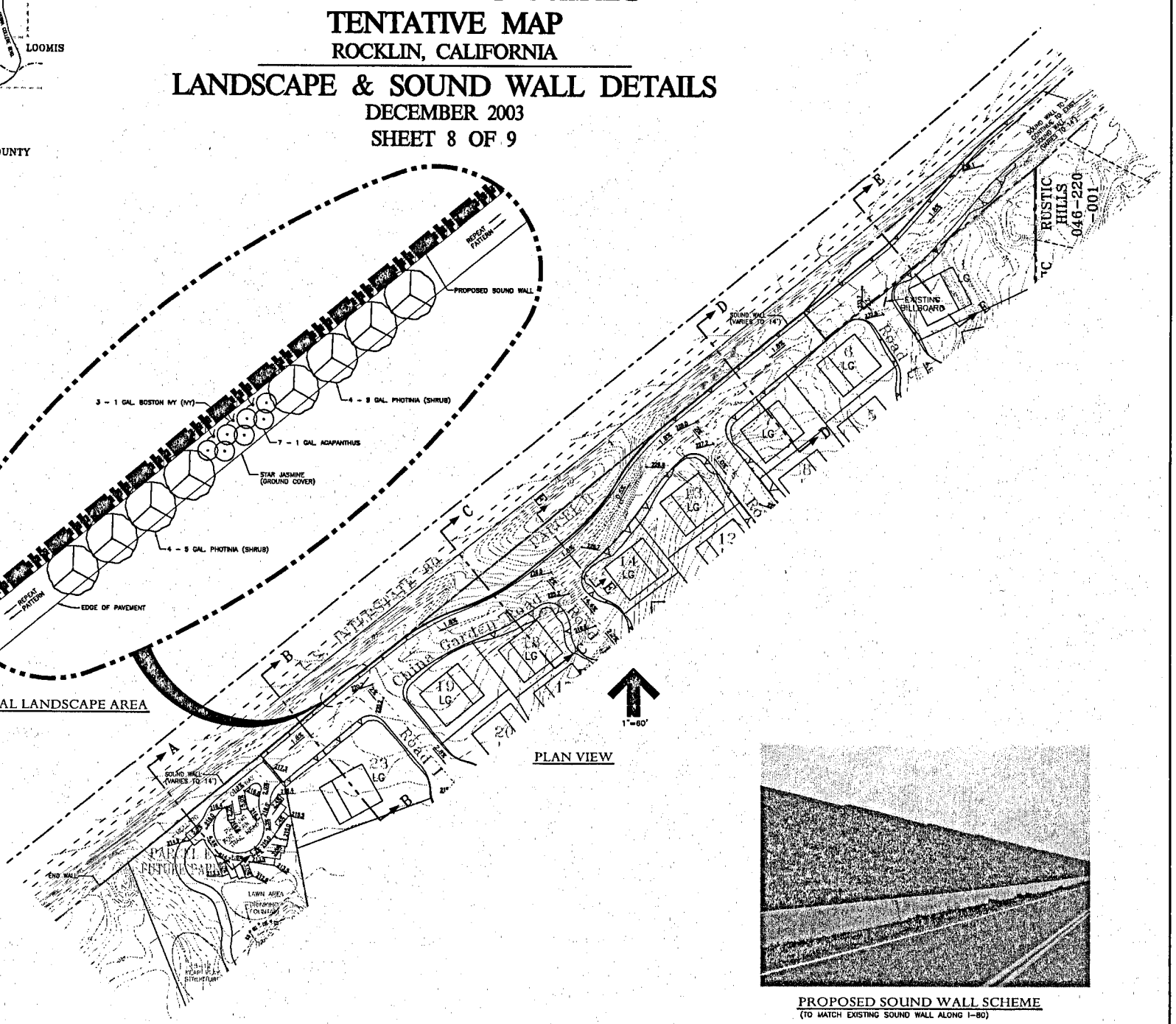
TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- SOUND WALL

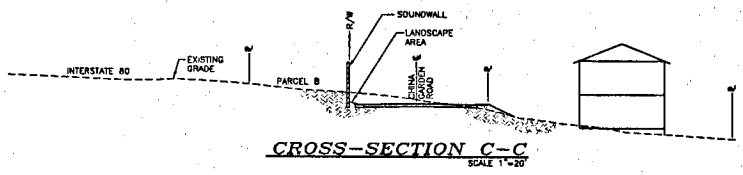


TYPICAL LANDSCAPE AREA

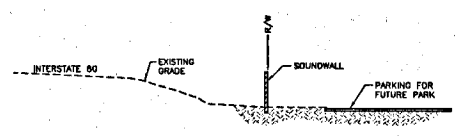


PLAN VIEW

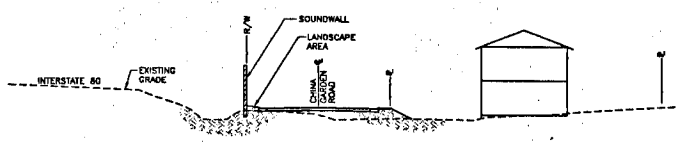
PROPOSED SOUND WALL SCHEME
(TO MATCH EXISTING SOUND WALL ALONG I-80)



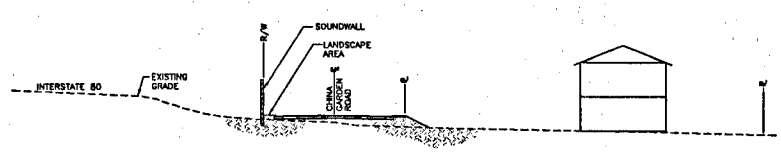
CROSS-SECTION C-C
SCALE 1"=20'



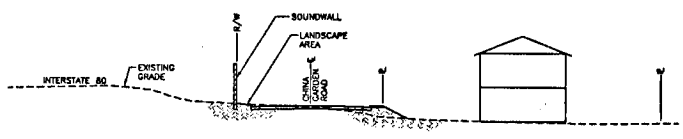
CROSS-SECTION A-A
SCALE 1"=20'



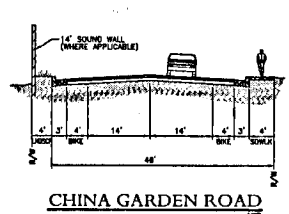
CROSS-SECTION D-D
SCALE 1"=20'



CROSS-SECTION B-B
SCALE 1"=20'



CROSS-SECTION E-E
SCALE 1"=20'



CHINA GARDEN ROAD
NTS

(REVISED: SEPTEMBER 2005)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA ENGINEERING & PLANNING
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ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2004

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APPROVED BY COUNCIL ON 11/14/06
SGA

VICINITY MAP

VISTA OAKS

TENTATIVE MAP

ROCKLIN, CALIFORNIA

CIRCULATION PLAN

DECEMBER 2003

SHEET 1 OF 9

OWNER / DEVELOPER

RONALD GUNTERT
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ENGINEER

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FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- CREEKS & TRIBUTARIES
- OFF-SITE ROADS

GENERAL NOTES:

A. Parking
All individual residential parcels are required to provide a minimum of two parking spaces per residence. Spaces can be a combination of garage spaces and carport or uncovered parking spaces.

B. Grading
Residential lots shall be either pad graded or graded on a finished basis. See Grading Guidelines for grading construction standards for non-pad graded lots.
See Grading & Drainage Plan for impacts to trees and wetland resources.

C. Septic Systems
There are no such known existing wells, abandoned wells, sumps or any other underground systems on the property.

D. Signage
There are no signs planned at this time.

E. Tentative Map
Dimensions & areas shown are approximate & subject to change.

F. Final Map
Applicant reserves the right to record multiple final maps.

G. Trail
Alignments shown are for preliminary planning purposes only. Final alignment to be determined by field survey in conjunction with the City of Rocklin.

UTILITY PROVIDERS:

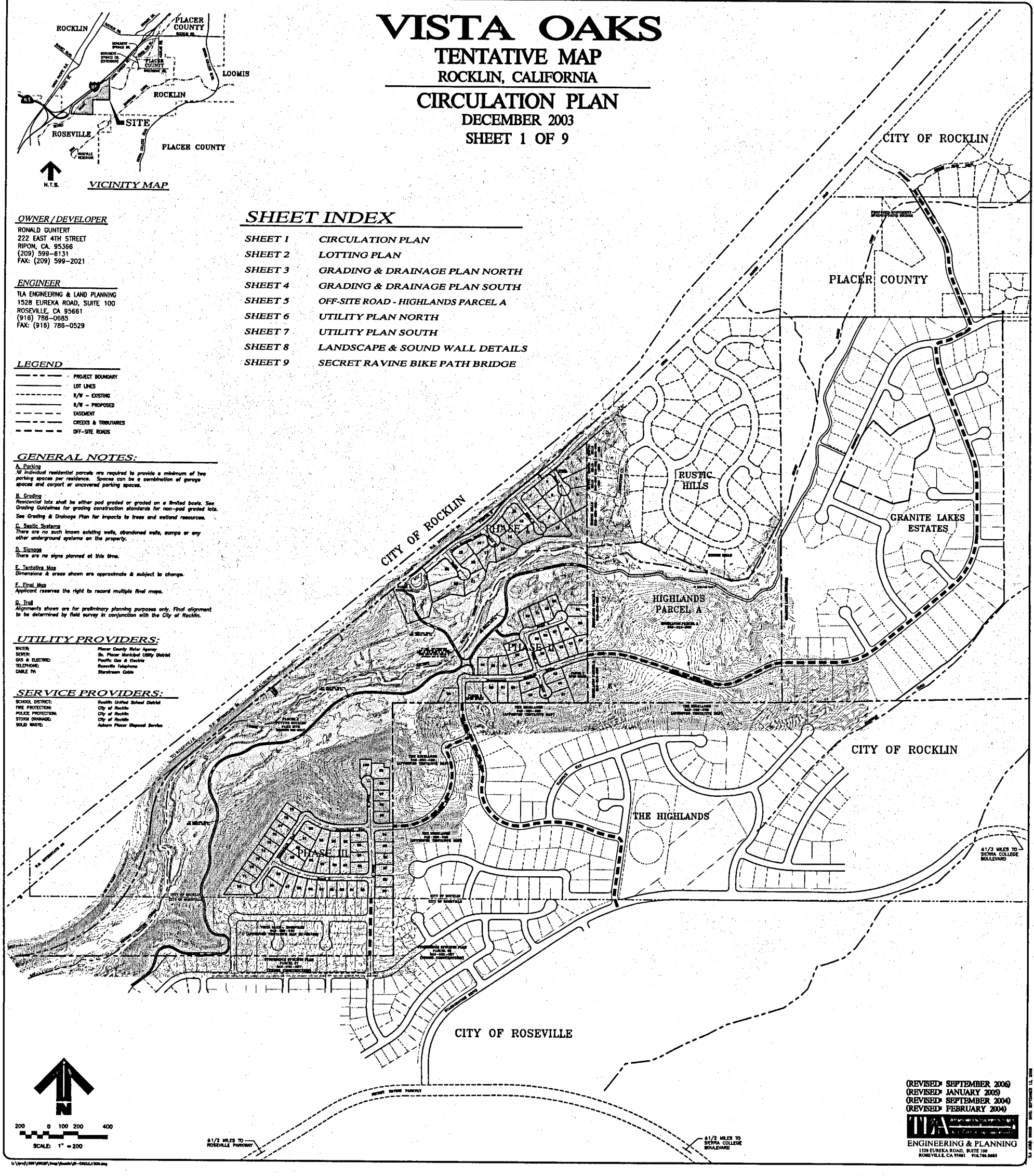
WATER:	Placer County Water Agency
SEWER:	So. Placer Municipal Utility District
GAS & ELECTRIC:	Pacific Gas & Electric
TELEPHONE:	Roseville Telephone
CABLE TV:	Starstream Cable

SERVICE PROVIDERS:

SCHOOL DISTRICT:	Rocklin Unified School District
FIRE PROTECTION:	City of Rocklin
POLICE PROTECTION:	City of Rocklin
STORM DRAINAGE:	City of Rocklin
SOLID WASTE:	Auburn Placer Disposal Service

SHEET INDEX

SHEET 1	CIRCULATION PLAN
SHEET 2	LOTTING PLAN
SHEET 3	GRADING & DRAINAGE PLAN NORTH
SHEET 4	GRADING & DRAINAGE PLAN SOUTH
SHEET 5	OFF-SITE ROAD - HIGHLANDS PARCEL A
SHEET 6	UTILITY PLAN NORTH
SHEET 7	UTILITY PLAN SOUTH
SHEET 8	LANDSCAPE & SOUND WALL DETAILS
SHEET 9	SECRET RAVINE BIKE PATH BRIDGE



(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

APPROVED BY PLANNING COMMISSION ON
October 3, 2006
SGA

RECEIVED
SEP 13 2006

VISTA OAKS

TENTATIVE MAP

ROCKLIN, CALIFORNIA

LOTTING PLAN

DECEMBER 2003

SHEET 2 OF 9

VICINITY MAP

OWNER / DEVELOPER

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LEGEND

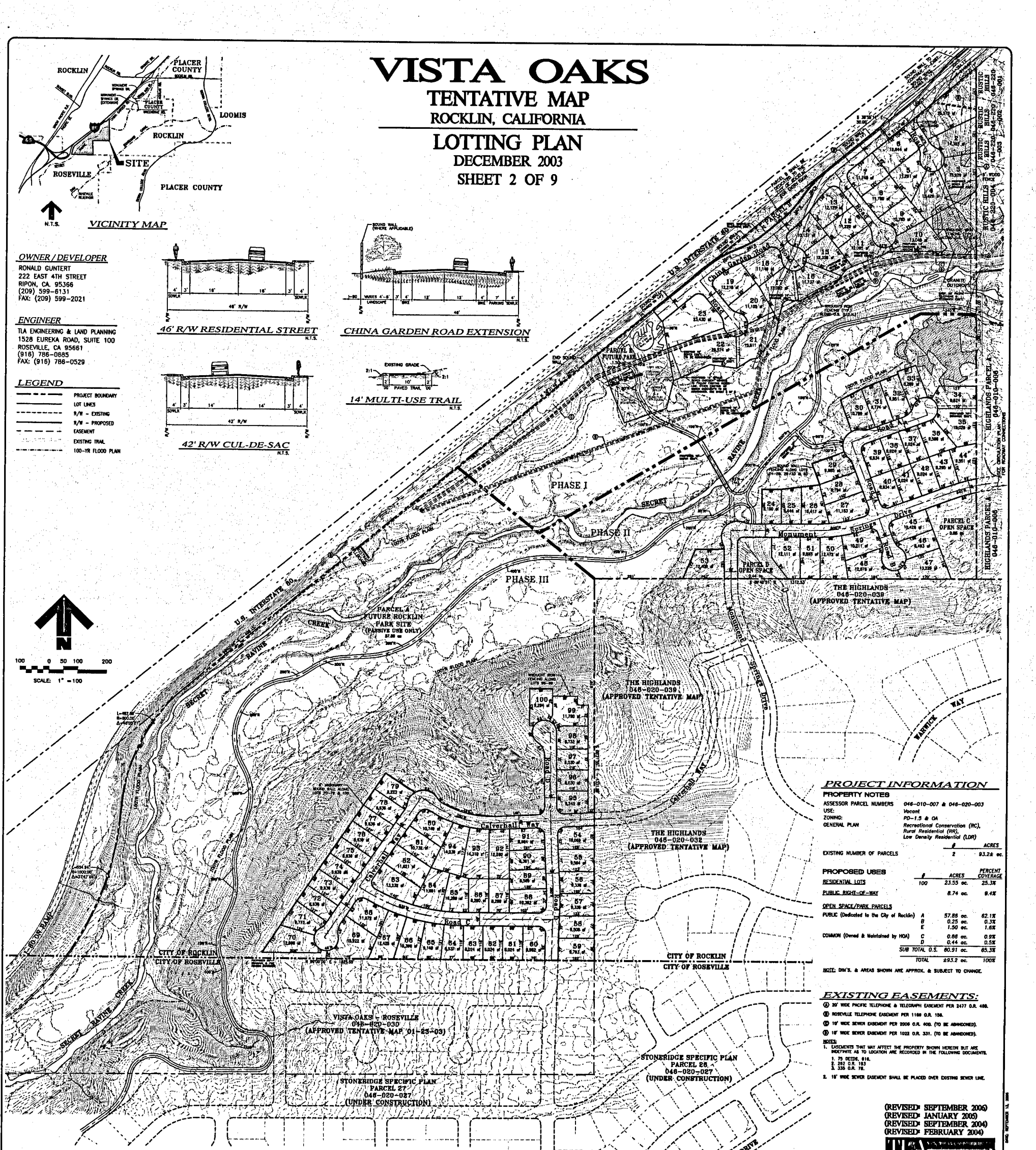
- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- 100-YR FLOOD PLAIN

46' R/W RESIDENTIAL STREET
N.T.S.

CHINA GARDEN ROAD EXTENSION
N.T.S.

42' R/W CUL-DE-SAC
N.T.S.

14' MULTI-USE TRAIL
N.T.S.



100 0 50 100 200
SCALE: 1" = 100

PROJECT INFORMATION

PROPERTY NOTES

ASSESSOR PARCEL NUMBERS	046-010-007 & 046-020-003	
USE:	Vacant	
ZONING:	PD-1.5 & OA	
GENERAL PLAN	Recreational Conservation (RC), Rural Residential (RR), Low Density Residential (LDR)	
	#	ACRES
EXISTING NUMBER OF PARCELS	2	93.2± ac.

PROPOSED USES	#	ACRES	PERCENT COVERAGE
RESIDENTIAL LOTS	100	23.55 ac.	25.3%
PUBLIC RIGHT-OF-WAY		8.74 ac.	9.4%
OPEN SPACE/PARK PARCELS			
PUBLIC (Dedicated to the City of Rocklin)	A	57.86 ac.	62.1%
	B	0.25 ac.	0.3%
	E	1.50 ac.	1.6%
COMMON (Owned & Maintained by HOA)	C	0.86 ac.	0.9%
	D	0.44 ac.	0.5%
SUB TOTAL O.S.		60.91 ac.	65.3%
TOTAL		±93.2 ac.	100%

NOTE: DIM'S. & AREAS SHOWN ARE APPROX. & SUBJECT TO CHANGE.

EXISTING EASEMENTS:

(A) 20' WIDE PACIFIC TELEPHONE & TELEGRAPH EASEMENT PER 2477 O.R. 488.
(B) ROSEVILLE TELEPHONE EASEMENT PER 1188 O.R. 158.
(C) 10' WIDE SEWER EASEMENT PER 2908 O.R. 400. (TO BE ABANDONED).
(D) 10' WIDE SEWER EASEMENT PER 1022 O.R. 331. (TO BE ABANDONED).

NOTES:
1. EASEMENTS THAT MAY AFFECT THE PROPERTY SHOWN HEREON BUT ARE INDEFINITE AS TO LOCATION ARE RECORDED IN THE FOLLOWING DOCUMENTS.
   1. 75 DEEDS, 816.
   2. 292 O.R. 193
   3. 335 O.R. 78.
2. 10' WIDE SEWER EASEMENT SHALL BE PLACED OVER EXISTING SEWER LINE.

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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VISTA OAKS

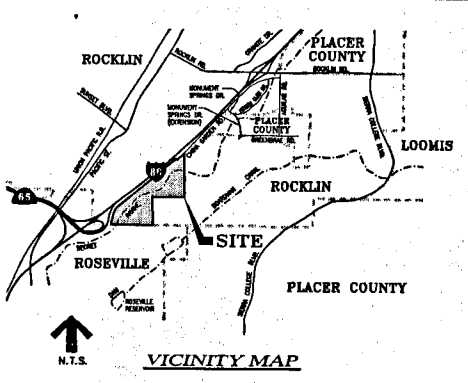
TENTATIVE MAP

ROCKLIN, CALIFORNIA

GRADING & DRAINAGE PLAN NORTH

DECEMBER 2003

SHEET 3 OF 9



VICINITY MAP

OWNER / DEVELOPER

RONALD GUNTERT
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TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 788-0685
FAX: (916) 786-0529

OAK TREE IMPACTS:

Total Oak Trees within Developable Portions	1,454	(23,170 in.)
Roads & Lot Areas	1,259	(19,898 in.)
Bike Trail Area	195	(3,274 in.)
Total Oak Tree Impact	443	(30.5%)
Roads & Lot Areas	377	(25.9%)
Bike Trail Area	66	(4.6%)

NOTE:
1. Tree numbers do not include the 291 (2,812 in.) dead or dying oak trees recommended for removal by the project arborist.
2. An additional 244 (3,632 in.) oak trees are preserved within open space Parcel A.
3. 13 Elderberry bushes to be impacted.

WETLAND IMPACTS:

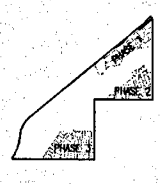
TOTAL WETLANDS	334,238 SQ.FT.	7.67 AC.	100%
WETLANDS IMPACTED	37,487 SQ.FT.	0.86 AC.	11.2%

GRADING DISTURBANCE:

	PHASE 1	PHASE 2	PHASE 3	TOTAL	TOTAL	
ROADWAYS	136,100 sf.	93,100 sf.	111,900 sf.	341,100 sf.	7.83 ac.	25%
PAD GRADING	96,600 sf.	307,300 sf.	546,200 sf.	950,100 sf.	21.81 ac.	68%
TRAIL GRADING			102,100 sf.	102,100 sf.	2.34 ac.	7%
TOTAL GRADING	232,700 sf.	400,400 sf.	760,200 sf.	1,393,300 sf.	31.98 ac.	100%

NUMBER OF PAD GRADED LOTS 77
NUMBER OF LIMITED GRADED LOTS 23

PHASE 1		
CUT/FILL	8,800 CY CUT	2,100 CY FILL
NET	6,700 CY CUT	
PHASE 2		
CUT/FILL	34,200 CY CUT	27,400 CY FILL
NET	6,800 CY CUT	
PHASE 3		
CUT/FILL	76,200 CY CUT	85,800 CY FILL
NET	9,600 CY FILL	
TOTAL		
CUT/FILL	119,200 CY CUT	115,300 CY FILL
NET	3,900 CY CUT	



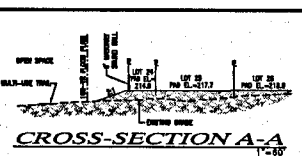
GRADING CONCEPT NOTES:

1. ALL SLOPES SHALL BE 2:1 UNLESS OTHERWISE SPECIFIED.
2. RETAINING WALLS & 2:1 SLOPES MAY BE USED INTERCHANGEABLY BASED ON APPROVAL BY THE CITY OF ROCKLIN.
3. LOTS MARKED LG ARE LIMITED GRADED LOTS. ALL OTHER LOTS ARE TO BE PAD GRADED.
4. GRADING CALCULATIONS ARE PRELIMINARY AND INTENDED TO PORTRAY ORDER OF MAGNITUDE. MODIFICATION TO FINAL GRADES WILL BE MADE DURING PREPARATION OF PROJECT IMPROVEMENT PLANS. SUCH MODIFICATIONS WILL BE NECESSARY TO ADDRESS SOIL FACTORS RELATING TO SHRINK/SWELL AND EXCAVATED ROCK MATERIAL. THE PROJECT IS ANTICIPATED TO BALANCE ON-SITE.
5. SEE SHEET 5 OF 8 FOR TREE IMPACTS, WETLAND IMPACTS & GRADING DISTURBANCES PERTAINING TO THE EXTENSION OF MONUMENT SPRINGS ROAD THRU THE ELLIOTT HOMES PARCEL. QUANTITIES ON THIS PAGE ARE FOR VISTA OAKS ONLY.
6. ALL LAST STORM DRAINAGE STRUCTURES PRIOR TO ENTERING THE CREEK SHALL BE SAND AND OIL SEPARATOR TYPE.

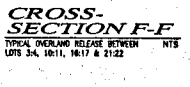
LEGEND

- PROPOSED STORM DRAIN LINE
- PROJECT BOUNDARY
- LOT LINES
- R/W – EXISTING
- R/W – PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- V-DITCH
- MASONRY SOUND WALL
- RETAINING WALL
- WETLAND AREA
- WETLAND IMPACTS
- CULVERT OUTFALL & STREAM BANK SLOPE PROTECTION
- ELDERBERRY BUSH
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (DEAD OR DYING)

CROSS-SECTION E-E
CHINA GARDEN ROAD STA. 3+50 TO 7+00 (TYP. SECTION) NTS



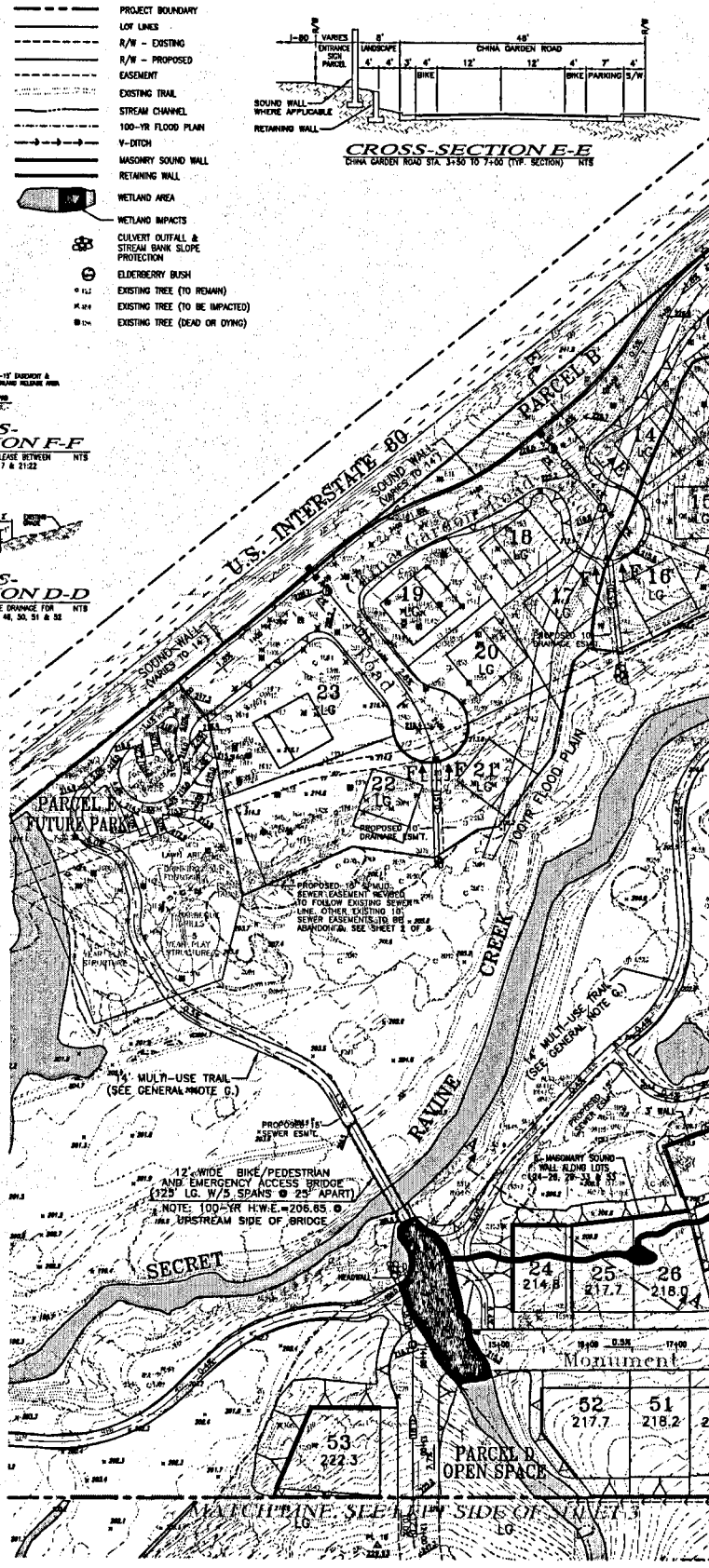
CROSS-SECTION A-A
1"=50'

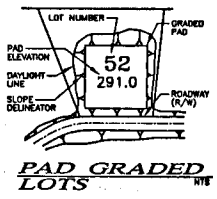


CROSS-SECTION F-F
TYPICAL OVERLAND RELEASE BETWEEN LOTS 3:4, 10:11, 16:17 & 21:22 NTS

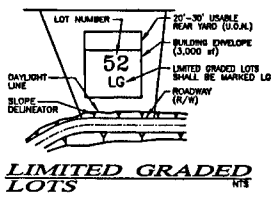


CROSS-SECTION D-D
TYPICAL TOP OF SLOPE DRAINAGE FOR LOTS 34, 33, 44, 47, 48, 50, 51 & 52 NTS

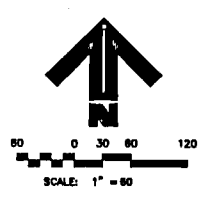




PAD GRADED LOTS NTS



LIMITED GRADED LOTS NTS



(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
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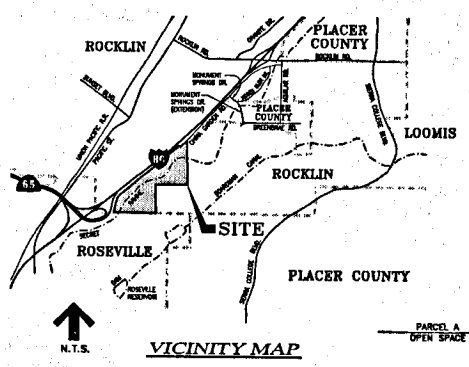
TENTATIVE MAP

ROCKLIN, CALIFORNIA

GRADING & DRAINAGE PLAN SOUTH

DECEMBER 2003

SHEET 4 OF 9



VICINITY MAP

CROSS-SECTION C-C

1"=20'

CROSS-SECTION B-B

1"=50'

V-DITCH AND FIRE ACCESS NTS

OWNER / DEVELOPER

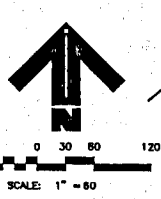
RONALD GUNTERT
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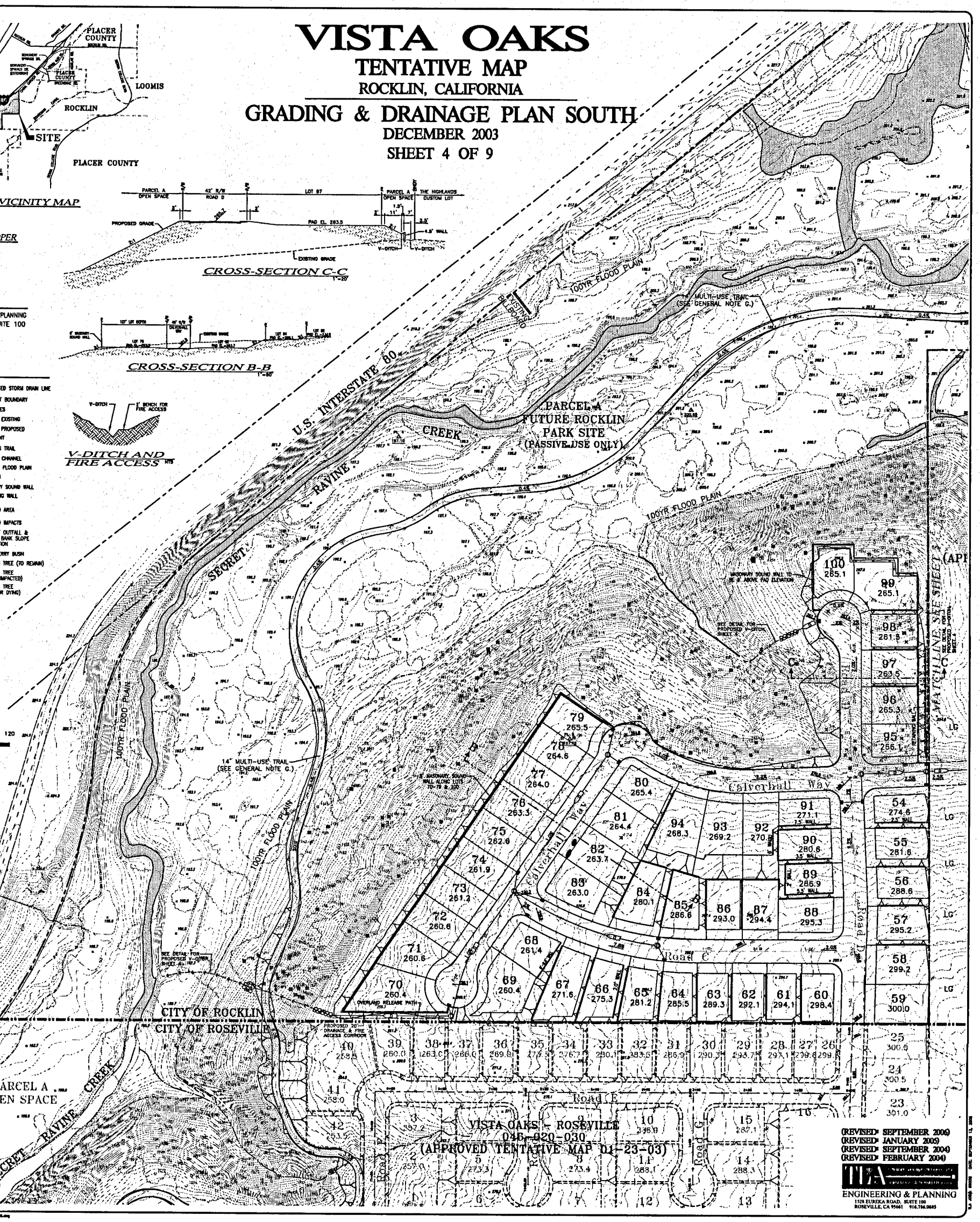
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LEGEND

- PROPOSED STORM DRAIN LINE
- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
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- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (DEAD OR DYING)





VISTA OAKS

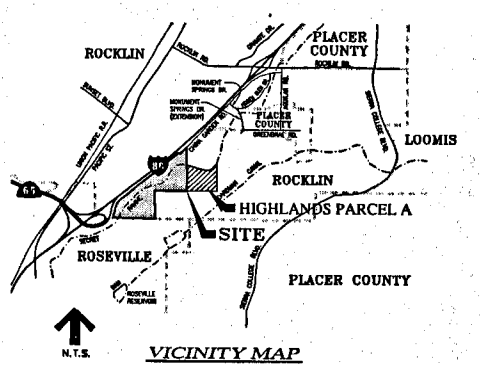
TENTATIVE MAP

ROCKLIN, CALIFORNIA

OFF-SITE ROAD - HIGHLANDS PARCEL A

DECEMBER 2003

SHEET 5 OF 9

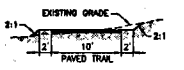


VICINITY MAP

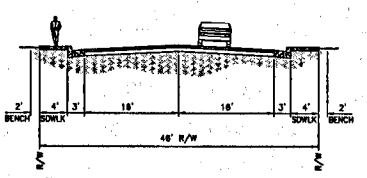


CROSS-SECTION D-D

TYPICAL TOP OF SLOPE DRAINAGE FOR LOTS 34, 35, 44, 47, 48, 50, 51 & 52 N.T.S.



10' PAVED PUBLIC ACCESS TRAIL N.T.S.



46' R/W RESIDENTIAL STREET N.T.S.

OWNER

ELLIOTT HOMES, INC.
80 IRON POINT CIRCLE, SUITE 110
FOLSOM, CA. 95630-8574
(916) 984-1300
FAX: (916) 984-1322

DEVELOPER

RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

ENGINEER

TERRANCE E. LOWELL & ASSOC., INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- R/W - OFF-SITE
- R/W - ON-SITE
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- V-DITCH
- SOUND WALL
- WETLAND AREA
- WETLAND IMPACTS
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- CULVERT OUTFALL & STREAM BANK SLOPE PROTECTION
- ELDERBERRY BUSH
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE IMPACTED)
- EXISTING TREE (DEAD OR DYING)

TREE IMPACTS:

Total Oak Trees within Developable Portions	289 (3,786 in.)	
Total Oak Tree Impact	51 (448 in.)	17.6%

NOTE:
1. Tree numbers do not include the 20 (230 in.) dead or dying trees recommended for removal by the project arborist.

WETLAND IMPACTS:

TOTAL WETLANDS	59,655 SQ.FT.	1.37 AC.	100%
WETLANDS IMPACTED	974 SQ.FT.	0.02 AC.	0.0%

GRADING DISTURBANCE:

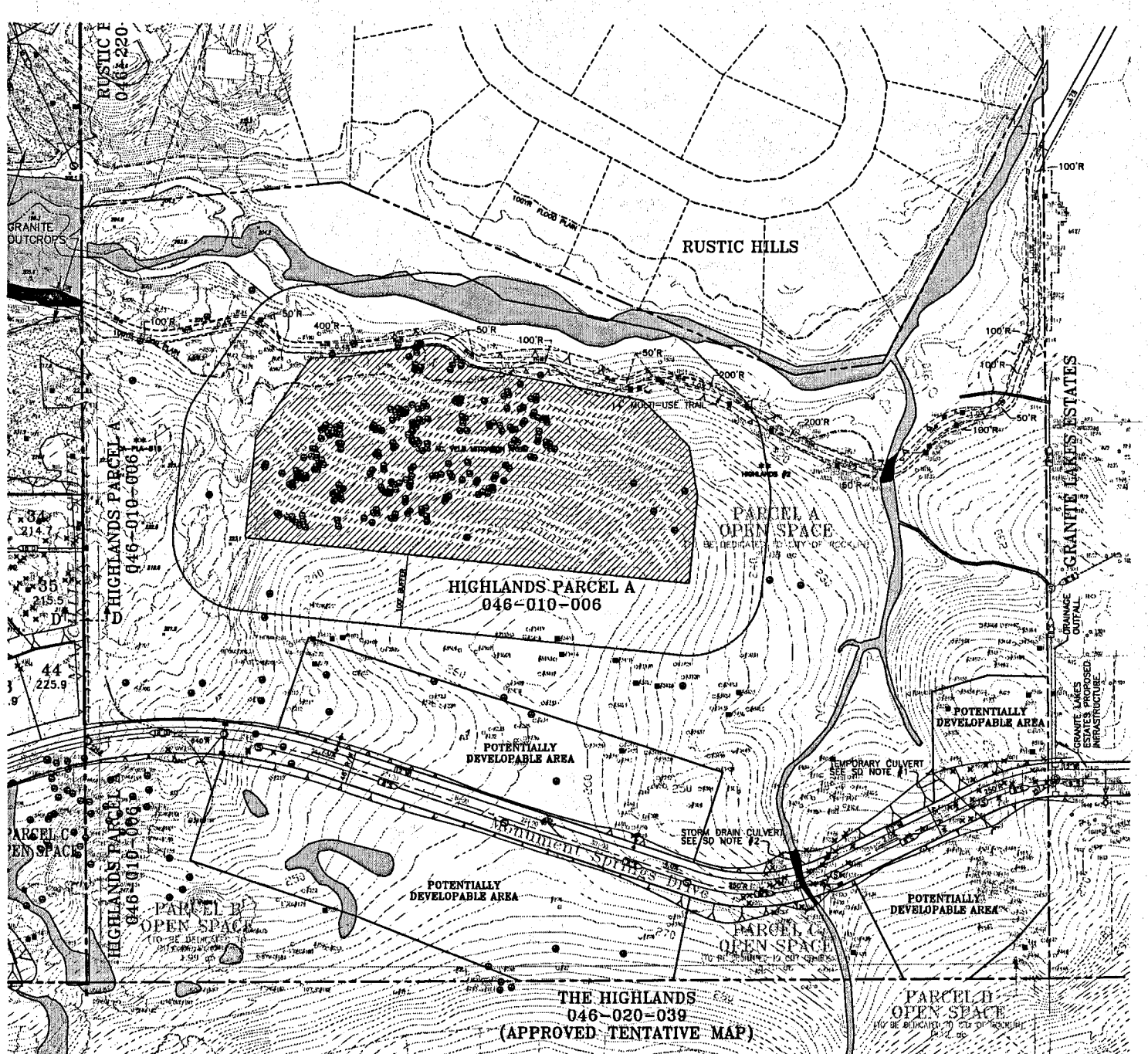
ROADWAYS	2.04 AC.	88,848 SQ. FT.

GRADING CONCEPT NOTES:

1. MAXIMUM SLOPE SHALL BE 2:1.
2. RETAINING WALLS MAY BE USED IN PLACE OF 2:1 SLOPES.
3. PROPOSED 14' WIDE PAVED PUBLIC ACCESS TRAIL NOT TO EXCEED 5% SLOPES.

STORM DRAIN NOTES:

1. FOR THE CONSTRUCTION OF MONUMENT SPRINGS ROAD, A TEMPORARY DRAINAGE CULVERT WILL BE REQUIRED. FUTURE DEVELOPMENT (PADED RESIDENTIAL LOTING) WOULD RESULT IN THE PERMANANT REMOVAL OF THE TEMPORARY CULVERT. IT WOULD BE REPLACED BY UPHILL CUTOFF DITCHES THAT WILL DIVERT THE DRAINAGE TO OTHER FACILITIES. THE CULVERT WILL BE REINFORCED CONCRETE PIPE OR CORRUGATED STEEL PIPE PER THE CITY OF ROCKLIN STANDARDS. PIPE SIZE ESTIMATED TO BE 30".
2. THE CULVERT WILL BE REINFORCED CONCRETE PIPE OR CORRUGATED STEEL PIPE PER THE CITY OF ROCKLIN STANDARDS. PIPE SIZE ESTIMATED TO BE 36".



N

60 0 30 60 120

SCALE: 1" = 60

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA
ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2006

L:\pro\1999\99029\map\Austin\05-HIGHLANDS.dwg

VISTA OAKS

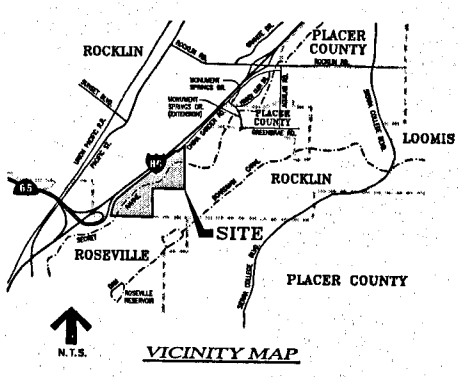
TENTATIVE MAP

ROCKLIN, CALIFORNIA

UTILITY PLAN NORTH

DECEMBER 2003

SHEET 6 OF 9



VICINITY MAP

OWNER / DEVELOPER

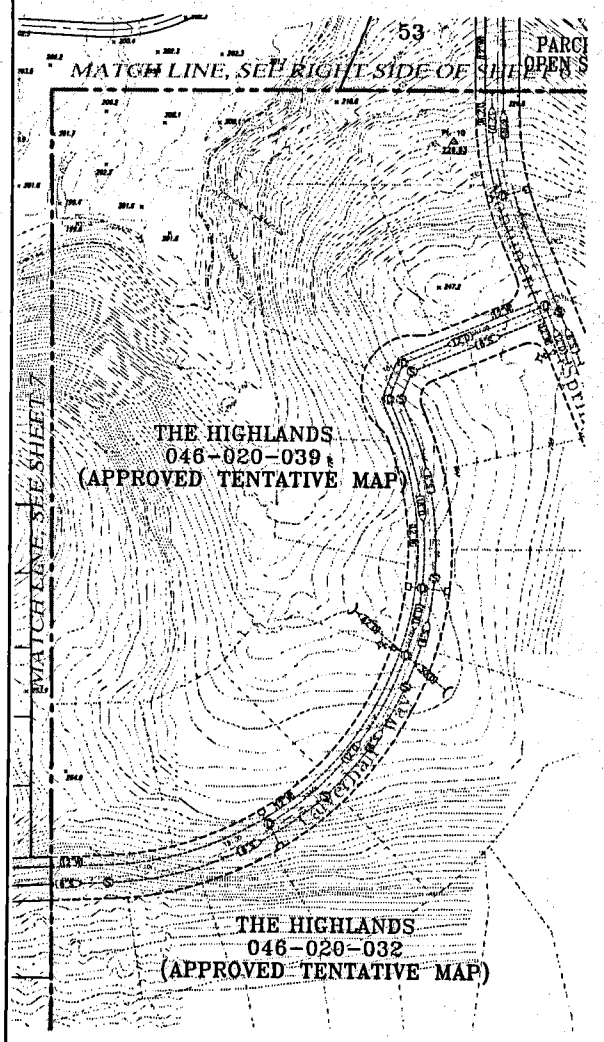
RONALD GUNTERT
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RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

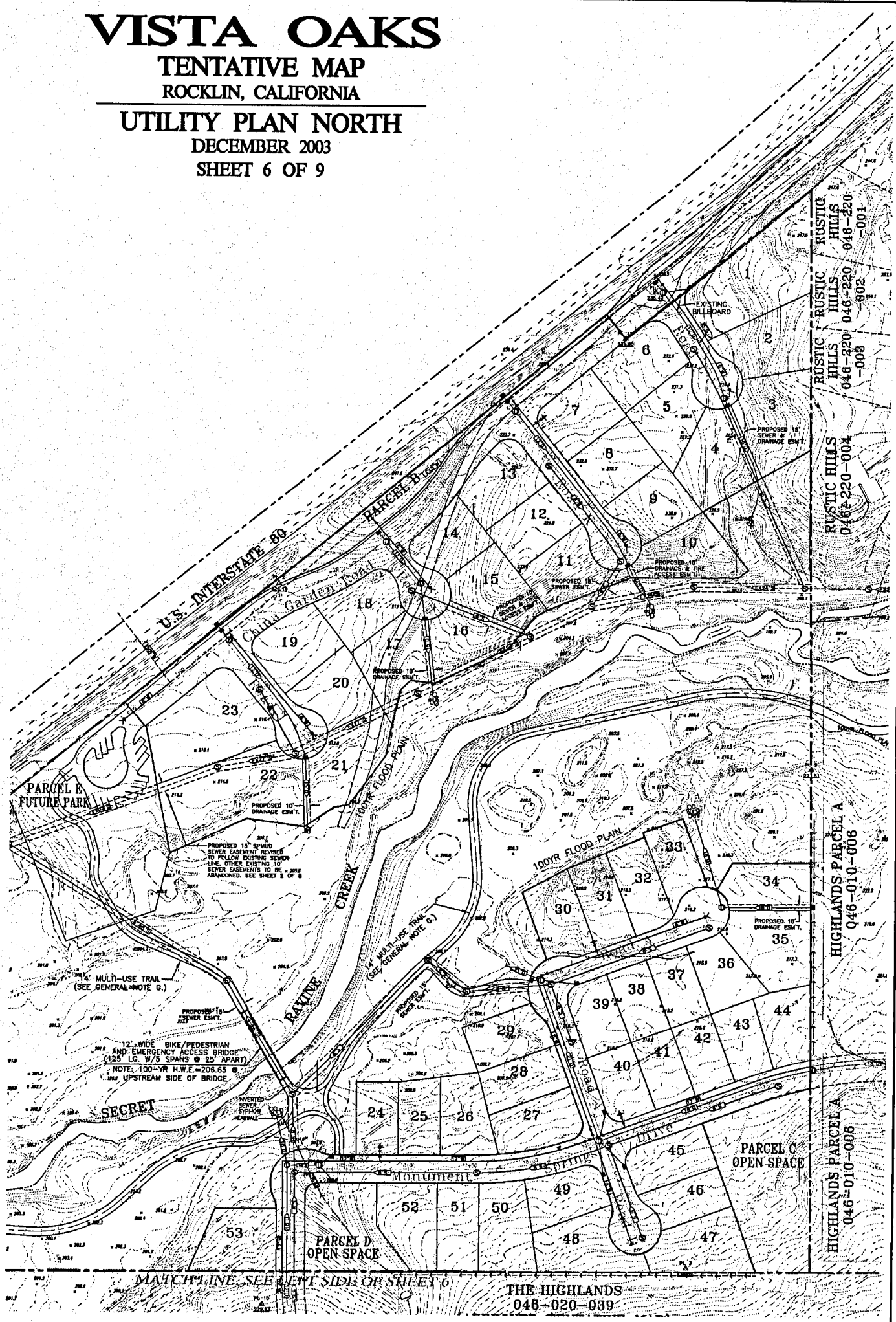
ENGINEER

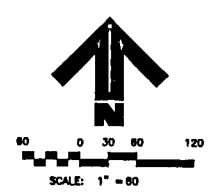
TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED SEWER M.H.
- PROPOSED STORM DRAIN M.H.
- PROPOSED WATER VALVE
- PROPOSED WATER BLOWOFF VALVE
- PROPOSED FIRE HYDRANT ASSY.
- PROPOSED AIR RELEASE VALVE







(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
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VISTA OAKS

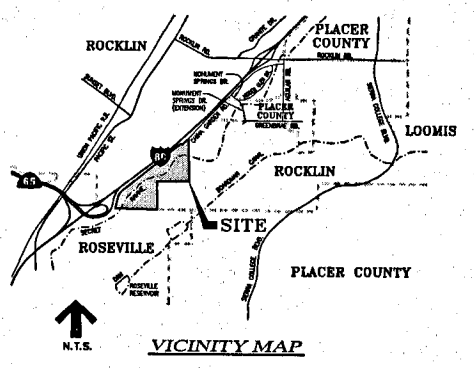
TENTATIVE MAP

ROCKLIN, CALIFORNIA

UTILITY PLAN SOUTH

DECEMBER 2003

SHEET 7 OF 9



VICINITY MAP

OWNER / DEVELOPER

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ENGINEER

TLA ENGINEERING & LAND PLANNING
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ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING TRAIL
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED SEWER M.H.
- PROPOSED STORM DRAIN M.H.
- PROPOSED WATER VALVE
- PROPOSED WATER BLOWOFF VALVE
- PROPOSED FIRE HYDRANT ASSY.
- PROPOSED AIR RELEASE VALVE

N

60 0 30 60 120

SCALE: 1" = 60

PARCEL A
OPEN SPACE

PARCEL A
FUTURE ROCKLIN
PARK SITE
(PASSIVE USE ONLY)

U.S. INTERSTATE 80

I-80 ON RAMP

SECRET RAVINE CREEK

100YR FLOOD PLAIN

14' MULTI-USE TRAIL
(SEE GENERAL NOTE G.)

SEE DETAIL FOR PROPOSED V-DITCH, SHEET 6

SEE DETAIL FOR PROPOSED J-DITCH, SHEET 6

MATCHLINE SEE SHEET 6

CITY OF ROCKLIN
CITY OF ROSEVILLE

PROPOSED 20' DRAINAGE & FIRE ACCESS CORRIDOR

OVERLAND RELEASE PATH

Carterhall Way

Road C

Road D

Road E

Road F

Road G

VISTA OAKS - ROSEVILLE
046-020-030
(APPROVED TENTATIVE MAP 01-23-03)

STONERIDGE SPECIFIC PLAN
PARCEL 27
046-020-027
(UNDER CONSTRUCTION)

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

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ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

VISTA OAKS

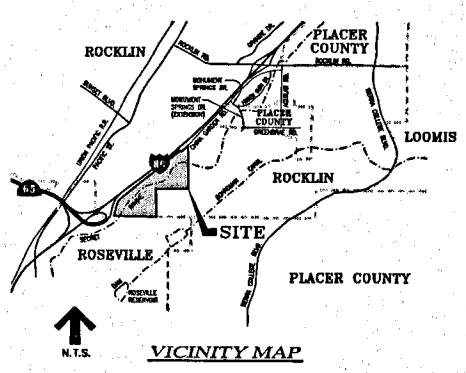
TENTATIVE MAP

ROCKLIN, CALIFORNIA

LANDSCAPE & SOUND WALL DETAILS

DECEMBER 2003

SHEET 8 OF 9



VICINITY MAP

OWNER / DEVELOPER

RONALD GUNTERT
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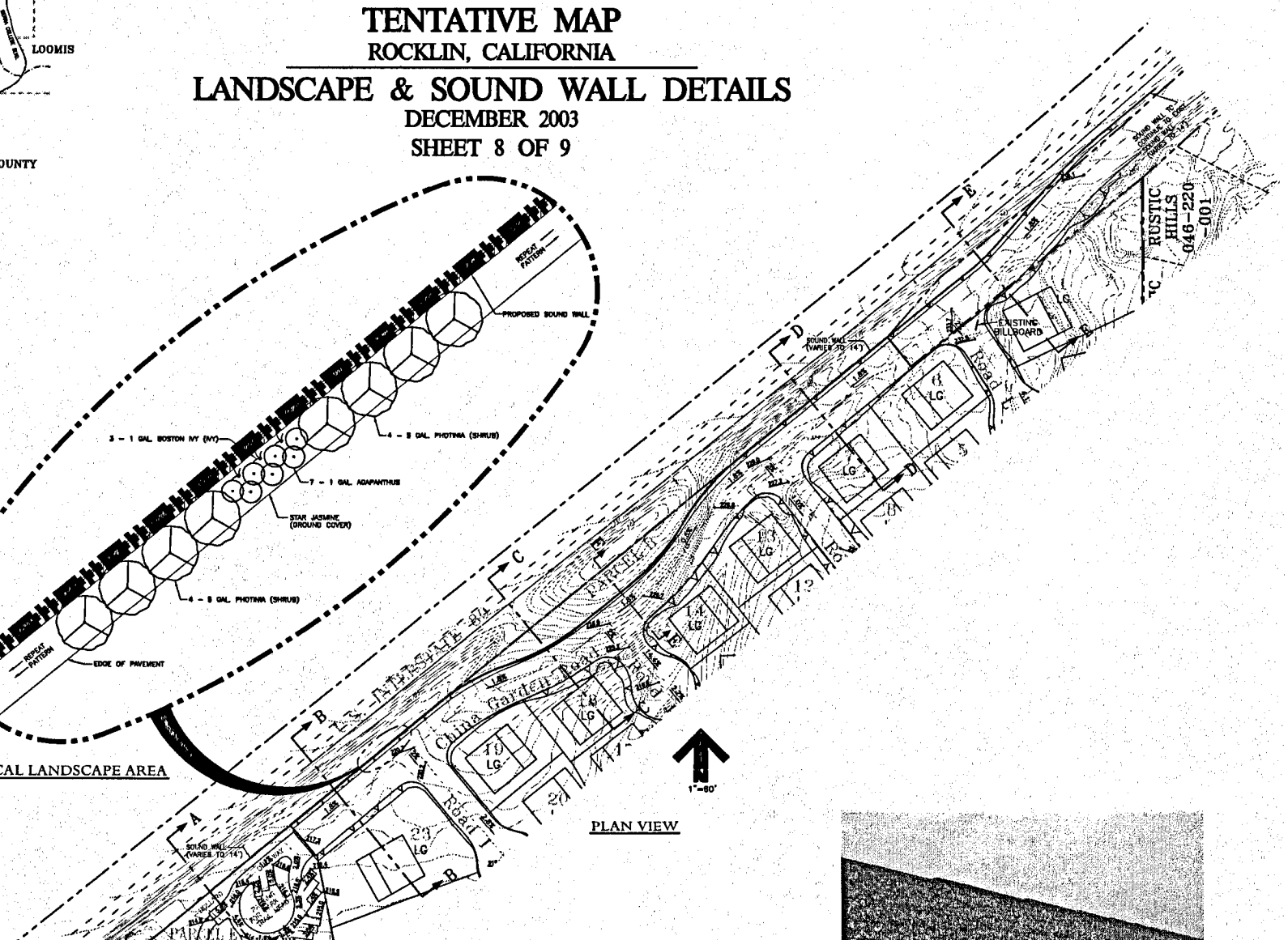
ENGINEER

TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- SOUND WALL

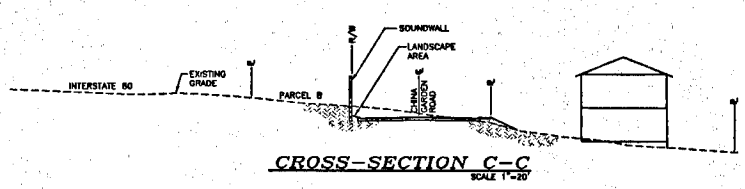
TYPICAL LANDSCAPE AREA



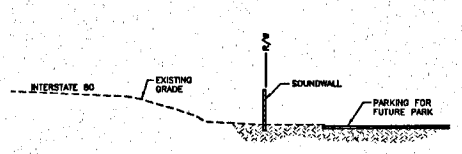
PLAN VIEW



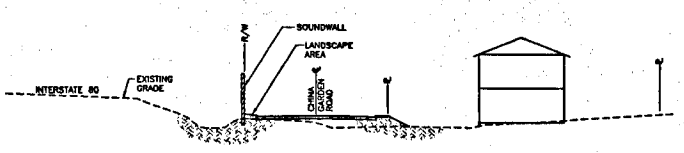
PROPOSED SOUND WALL SCHEME
(TO MATCH EXISTING SOUND WALL ALONG I-80)



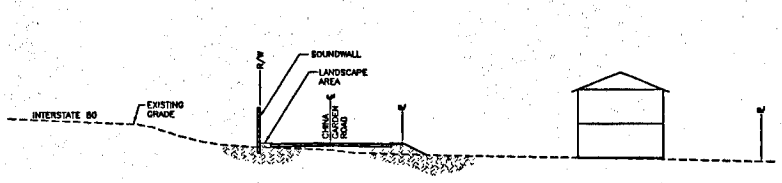
CROSS-SECTION C-C
SCALE 1"=20'



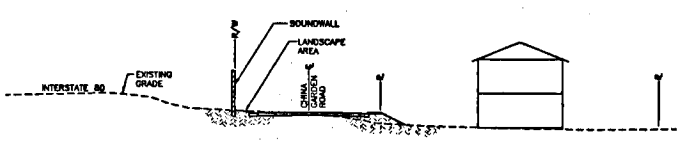
CROSS-SECTION A-A
SCALE 1"=20'



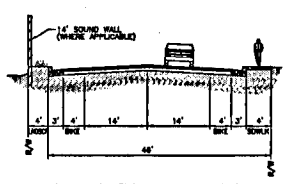
CROSS-SECTION D-D
SCALE 1"=20'



CROSS-SECTION B-B
SCALE 1"=20'



CROSS-SECTION E-E
SCALE 1"=20'



CHINA GARDEN ROAD
NTS

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

DATE: SEPTEMBER 13, 2006

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VISTA OAKS

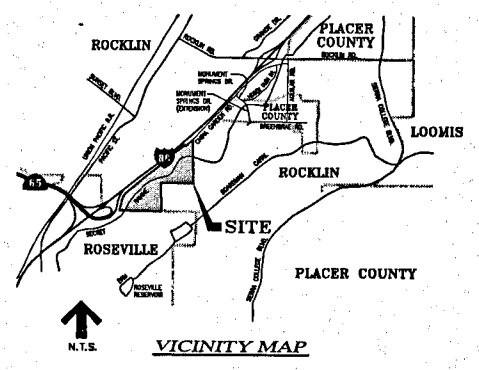
TENTATIVE MAP

ROCKLIN, CALIFORNIA

SECRET RAVINE BIKE PATH BRIDGE

DECEMBER 2003

SHEET 9 OF 9



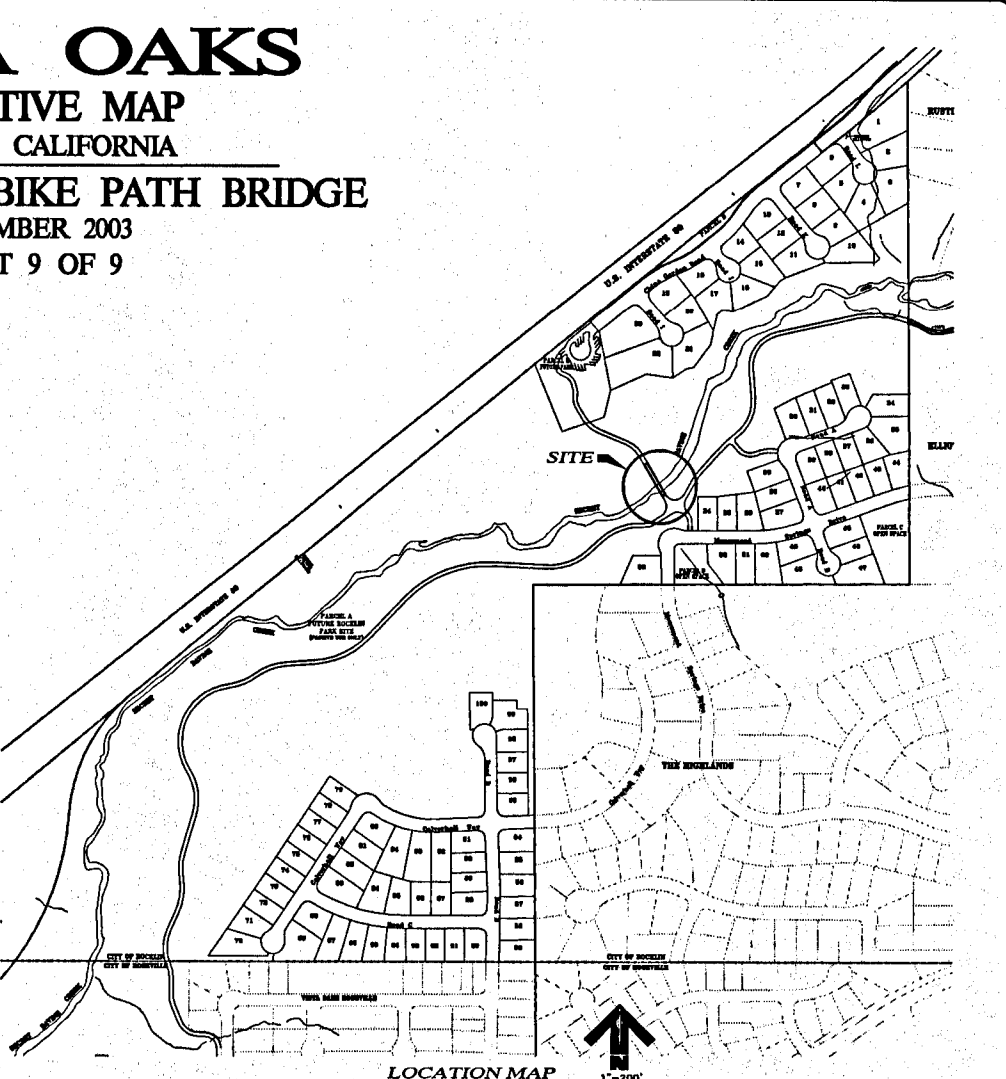
VICINITY MAP

OWNER / DEVELOPER

RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

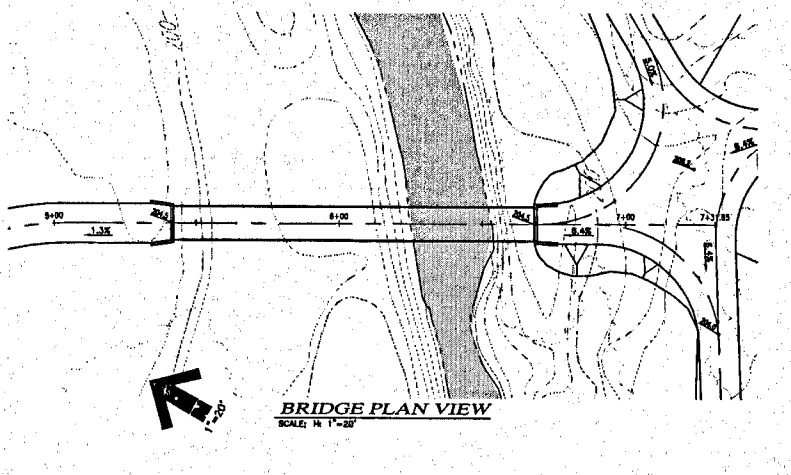
ENGINEER

TLA ENGINEERING & LAND PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529



LOCATION MAP

1"=200'

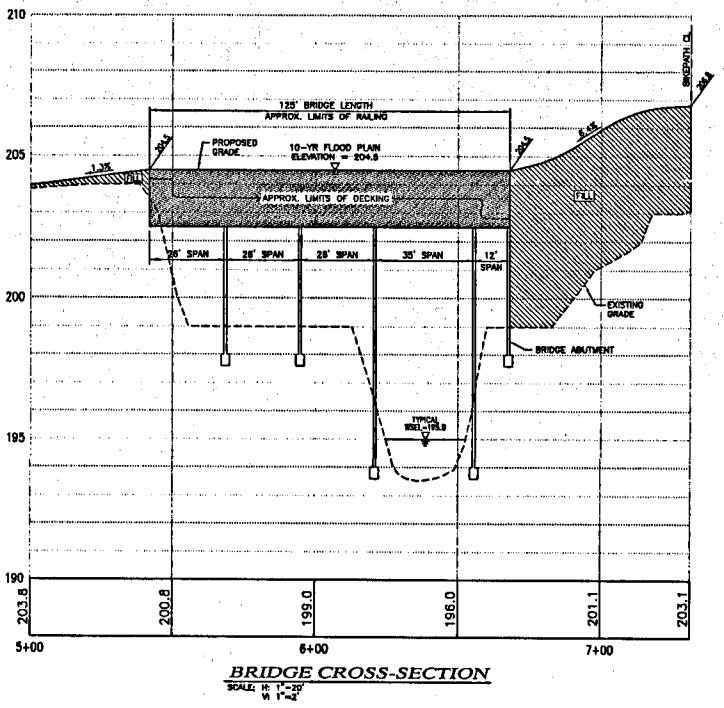


BRIDGE PLAN VIEW

SCALE: H: 1"=20'

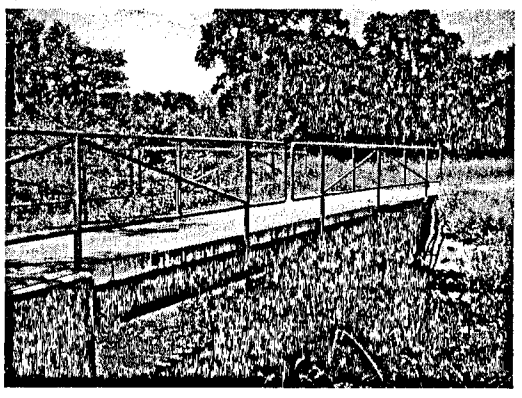


BIKE TRAIL SIGN



BRIDGE CROSS-SECTION

SCALE: H: 1"=20'
V: 1"=4'



LOW WATER CROSSING BRIDGE

(REVISED: SEPTEMBER 2006)
(REVISED: JANUARY 2005)
(REVISED: SEPTEMBER 2004)
(REVISED: FEBRUARY 2004)

TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

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DATE: SEPTEMBER 13, 2006

EXHIBIT B-2

DESIGN REVIEW

EXHIBIT B2

RESOLUTION NO. 2006-352

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING A DESIGN REVIEW
(Vista Oaks / DR-2002-21)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. This Design Review entitlement establishes guidelines to regulate home construction for noise mitigation and grading of individual non-padded lots in Phase I, Lots 1 – 23, of the Vista Oaks subdivision, SD-2001-04 as required by Section 7.c) of the Vista Oaks General Development Plan.

B. An environmental impact report for this project has been certified via City Council Resolution No. 2006-349.

C. The height, bulk, location, color and materials of the structures permitted by this design review are compatible with surrounding development.

D. Design of homes and the ultimate site plan for each lot will be driven by the topography (slope) on the individual lot. The goal is to design the structure to fit the lot topography, and not the site to the structure.

E. The grading and structures permitted by this design review is consistent with the goals, policies, and land use designations in the General Plan and with all zoning standards, regulations, and restrictions applicable to the property.

Section 2. The Design Review for the (Vista Oaks / DR-2002-21) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby recommended for approval subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Figure 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 condition for approval. Unless expressly stated otherwise, the applicant is solely responsible for satisfying each condition prior to issuance of the building permit.

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. Validity

a. This entitlement shall expire two 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)

b. This entitlement shall not be considered valid and approved unless and until the concurrent entitlements have been approved: General Plan Amendment, GPA-2002-04; Rezone, Z-2002-02; General Development Plan, PDG-2001-07; and Tentative Subdivision Map, SD-2001-30. (PLANNING)

PASSED AND ADOPTED this 14th day November, 2006, by the following roll call vote:

AYES: Councilmembers: Hill, Yorde, Storey, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: Lund

_____
George Magnuson, Mayor

ATTEST:

_____
Barbara Ivanusich, City Clerk

E:\clerk\reso\Vista Oaks DR-2002-21 (CC 11-14-06).doc

EXHIBIT A

Vista Oaks

Phase I Design Guidelines

October 2006

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4. PROCESSING ---------- 2

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D. BUILDING DESIGN----------11
E. NOISE MITIGATION CONSTRUCTION STANDARDS-------11
F. RETAINING WALLS ----------12
G. LANDSCAPING, FENCING, AND SCREENING ----------12
H. STORM WATER MANAGEMENT----------13
I. OAK TREES ----------14

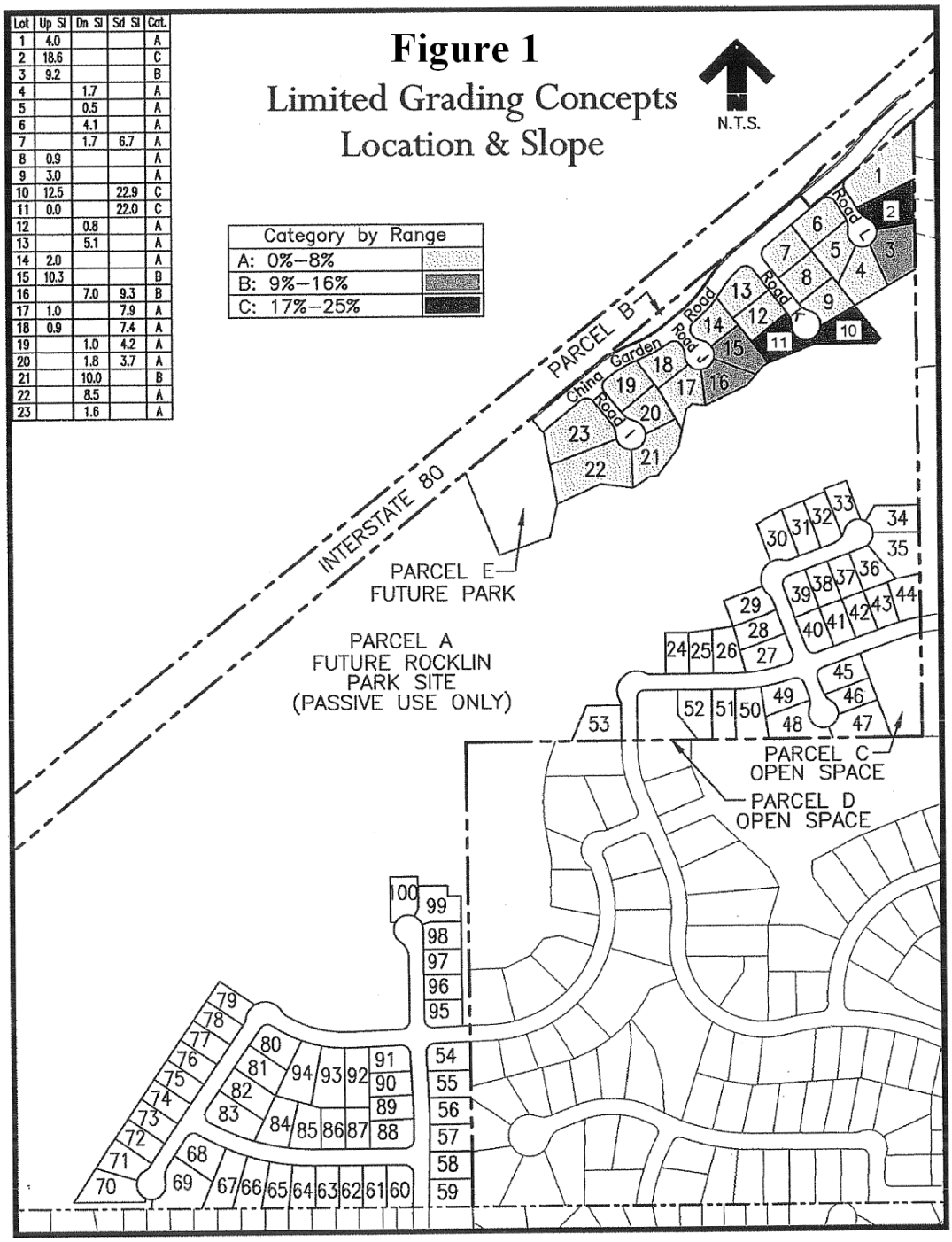
LIST OF FIGURES

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FIGURE 4. Backyard Siting Options ---------- 8
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FIGURE 6. Typical Grading and Foundation By Slopes – Downhill Condition --------- 10

1. LOCATION / SLOPE

These guidelines will govern the development of Lots 1 – 23, in Phase I of the Vista Oaks subdivision as identified on Figure 1. The degree of slope of each lot is also shown on the map.

Lot	Up Sl	Dn Sl	Sd Sl	Cat.
1	4.0			A
2	18.6			C
3	9.2			B
4		1.7		A
5		0.5		A
6		4.1		A
7		1.7	6.7	A
8	0.9			A
9	3.0			A
10	12.5		22.9	C
11	0.0		22.0	C
12		0.8		A
13		5.1		A
14	2.0			A
15	10.3			B
16		7.0	9.3	B
17	1.0		7.9	A
18	0.9		7.4	A
19		1.0	4.2	A
20		1.8	3.7	A
21		10.0		B
22		8.5		A
23		1.6		A



4. Protect and preserve desirable native vegetation in order to preserve the overall natural character of the project area.

H. Storm Water Management

All grading and construction activities except activities limited to the interior of an existing structure shall comply with the Storm Water Management provisions of the Vista Oaks General Development Plan, Ord. 914.

I. Oak Trees

1. Oak trees shall be preserved to the maximum extent feasible.

2. Oak tree removal permits will not be issued until approval of a house site plan by the Planning Department.

3. Prior to any grading, construction activities, or the issuance of a building permit orange construction fencing shall be erected around the perimeter of the project work area (the area that will be directly impacted or disturbed by grading and construction related activities) to minimize site disturbance. The location of the perimeter construction fencing shall be clearly indicated on the building permit site plan prior to building permit issuance.

4. The developer / homebuilder shall retain the services of a certified arborist to evaluate any grading and / or construction activity that could impact all oak trees to be preserved both on and off site. The arborist shall identify design changes and mitigation measures to minimize grading / construction related impacts and stresses to oak trees to be preserved, including the location of temporary orange construction fencing, and these must be incorporated into the final design of the project and clearly indicated on construction drawings prior to any grading, construction activities, or the issuance of a building permit.

5. Prior to a final building permit inspection a certified arborist must provide written verification to the City of Rocklin that all design elements and mitigation measures included on the construction drawings have been complied with and completed.

6. Failure to comply with provisions 1 – 5 above shall be punishable by the payment of a fine of $90.00* per impacted oak tree as determined by the Community Development Director. Said fine shall be paid prior to sign off of a final building inspection for the residence and / or occupancy of the structure.

* Fine is equal to three times the standard mitigation fee paid to allow removal of an oak tree on a developed residential lot. Should the standard mitigation fee be amended in the future the above fine shall be automatically revised accordingly.

2. PURPOSE

The purpose of these guidelines is to establish grading and home construction criteria that will be administered by staff in reviewing the development of the lots in Phase I of the Vista Oaks development, specifically Lots 1 – 23 as indicated on Figure 1. Due to their proximity to Interstate 80 these lots have special construction criteria applicable to homes built on these lots to ensure that interior noise levels comply with the standards set forth in the City of Rocklin General Plan. In addition, due to the varied topography and oak trees on these lots the subdivider has designated these lots as "Limited Graded Lots" on the tentative subdivision map, herein referenced as "custom graded lots". Grading on each of these lots would be customized to minimize ground disturbance and loss of oak trees. The "custom graded lots" lots would not be graded with the initial development of the subdivision instead an individual grading plan, consistent with the criteria in these guidelines, will be prepared for each lot prior to any grading activities thereon or issuance of a building permit. Lots designated as "Pad Graded" are not governed by these guidelines. Grading for all Pad Graded Lots is shown on the approved Tentative Map for Vista Oaks and will be completed with the subdivision improvements.

The specific standards in this design handbook will focus on the overall design and development of custom graded lots by addressing the issues of grading, home and driveway design, fencing, landscaping, and tree preservation. Each of these subjects will be expanded in the sections to follow. These guidelines are in addition to tentative map conditions of approval, Vista Oaks General Development Plan provisions, and all other existing and future applicable regulations and code requirements for the project.

3. SITE PLANNING

Site planning for custom graded lots at Vista Oaks must address both man-made and natural features. The intent in this process is to achieve a final product that results in a "natural" look as opposed to a harsh engineered design. The final composition of landform, housing, and landscaping should complement and enhance the overall setting. The features that need to be focused on as part of the overall site plan and home design include the following:

Constructed	**Natural**
Street Orientation	Open Space Areas
Drainage	Topography (slope)
Grading Patterns	Drainage
Noise Mitigation	Trees

4. PROCESSING

In an effort to protect and incorporate these features in the individual lot development process, these guidelines have been developed to assist homebuilders and City staff with the design, review and approval of development of these lots. The intent is to have the

homeowner's designers incorporate the guidelines into the house and site design for each lot, and the City will review development proposals on individual lots for compliance with the guidelines as part of the building permit process.

A pre-application meeting with the City's Planning and Building Divisions is encouraged. It is further recommended that the pre-application meeting occur prior to locking in to a precise house or site plan. This will expedite the development process by assisting the homebuilder's architect and/or engineers understanding of these Guidelines and other City policies that may affect the project.

Application submittals to the City will need to include a site/grading plan showing existing grades, proposed finished grades, all existing oak trees proposed for removal and those to be preserved, drainage and erosion control measures, driveway location, patios, pool, spa, and fence locations, as well as the construction drawings for the proposed residence. Mitigation measures to protect existing trees from construction impacts shall also be shown on the grading plan. The staff will review this information against the requirements contained in these Guidelines and make a determination as to whether proposed designs are consistent with the approved Guidelines. Staff will consult with the applicant and their architect or building designer in an effort to resolve any inconsistencies between the proposal and the guidelines. Final approval rests with staff, unless appealed to the Planning Commission.

As illustrated by Figure 2, Grading Techniques, grading methods developed for Vista Oaks are intended to minimize environmental disturbance. In order to implement this objective, future development on custom graded lots shall adhere to the following principles:

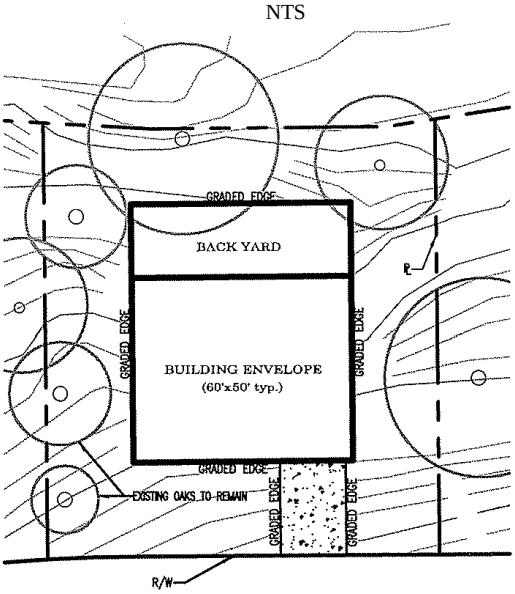
A. House designs shall be customized to the site in order to preserve slopes and/or oak trees to the extent feasible and to comply with noise mitigation requirements.

B. Prior to the initiation of grading activities on custom graded lots, grading proposals will be reviewed by the City of Rocklin for consistency with these guidelines. Once a proposal has been approved, lot grading shall be limited such that the total disturbed area on each lot should not exceed a maximum area of approximately 4,000 square feet and shall be located so as to minimize the disruption and displacement of soil and impacts to oak trees. In no event shall an entire lot be graded.

C. These guidelines shall be applicable to all development activities on custom graded lots including but not limited to construction of the primary structure, second dwelling units, accessory structures, decks, patios, and swimming pools (in ground and above ground).

Limited Graded Lot

NTS



Grading Techniques
Figure 2

5. SITE DEVELOPMENT GUIDELINES

The design and ultimate development of individual lots governed by this process must take into consideration the topography or slope of the lot, the orientation to streets and natural open space, views to open space areas, views of the lot from other locations, the preservation of oak trees and the minimization of grading and impacts to the natural drainage shed that exists on site. To that end, the site plan design and evaluation process will be governed by the following guidelines:

A. Grading and Drainage

1. Prior to any grading or construction activities on a lot, including issuance of a building permit, a grading plan shall be prepared for the site in accord with the following criteria:

    a) Grading plan shall be prepared by a licensed Civil Engineer or Architect.
    b) Clearly identify all areas proposed to be disturbed as part of the grading operation. Grading is considered to be any cutting, deep ripping, filling, or

combination thereof consistent with the Rocklin Grading Ordinance (Ord. 904).

c) The existing topography of the site and all areas within at least 10-feet of the lot boundaries shall be indicated with one foot contours field verified by a Civil Engineer.
d) The proposed post construction finish grades shall be clearly indicated.
e) The proposed building outline(s) shall be indicated with finished floor elevations called out.
f) All proposed retaining walls shall be clearly indicated including but not limited to locations, height, and materials.
h) The proposed lot drainage, including provisions for cross lot drainage and to prevent ponding on or off site.
i) Proposed fencing shall be clearly indicated including but not limited to locations, height, and materials.
j) All natural features to be preserved and those to be removed including but not limited to trees and rock outcroppings shall be clearly indicated.

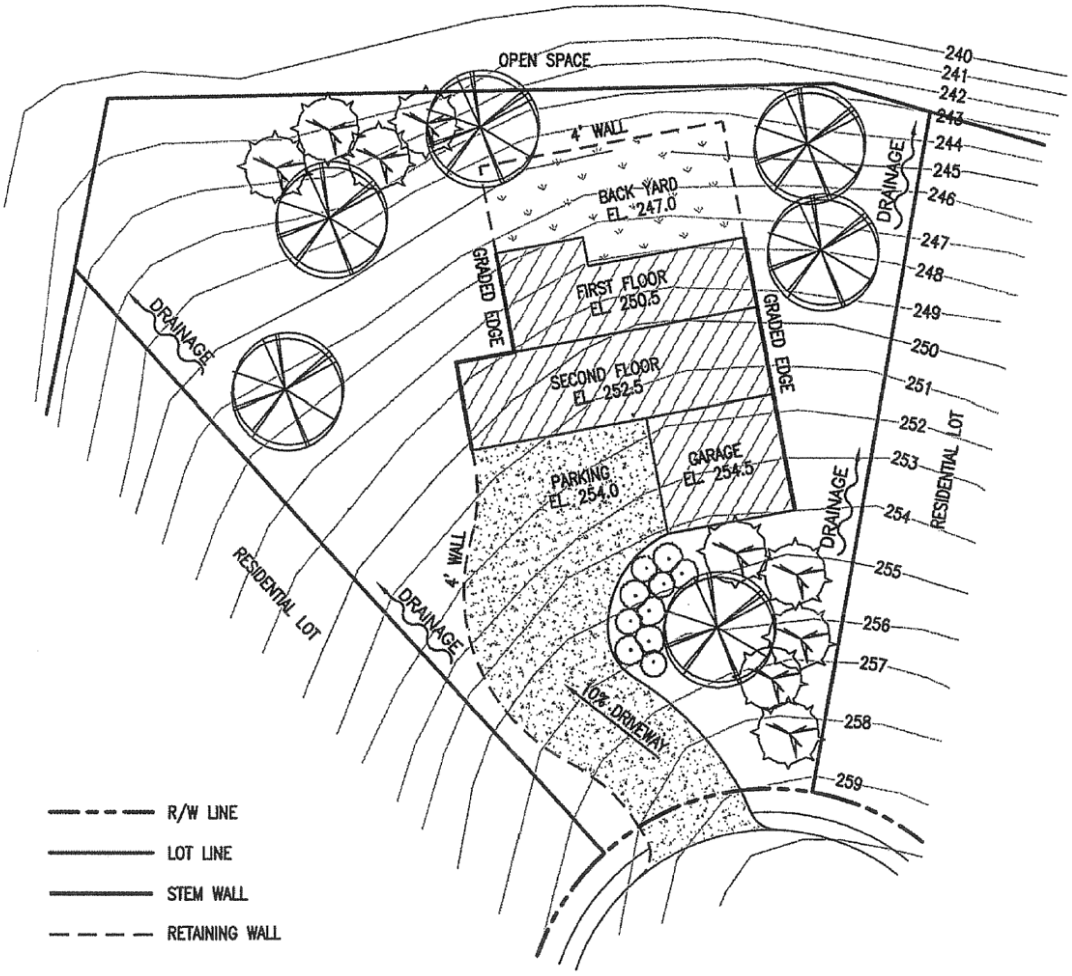
2. Steep exposed cuts (2:1 or greater) visible from anywhere offsite are to be avoided when feasible. The grading plan should incorporate either retaining walls or natural contouring to blend the developed site with the natural terrain of the lot. See Figure 3 for an example of a conceptual grading plan. See Section 6D for specific details on retaining wall criteria.

3. The area to be graded or shaped will be kept to the minimum area necessary to accommodate the home, garage, and a minimal backyard. The total disturbed area should not exceed a maximum of approximately 4,000 square feet. Backyard areas should be generally flat and approximately 10 to 20 feet in depth, directly adjacent to the house. Backyard areas may be located away from the house to take advantage of flatter areas on the site. Backyard areas must be located below the highest plate line of the home on the site. The transitional edge of backyard areas will be achieved through contour grading or the use of retaining walls. See Section E for retaining wall criteria. See Figure 4 for examples of appropriate locations of backyard areas. In no event shall the entire lot be pad graded.

4. Grading and drainage design shall emphasize reducing erosion, avoiding runoff, avoiding ponding (on or off site), and adverse effects to water quality in natural drainage channels.

5. Grading patterns created by the subdivision improvements should be maintained and implemented through design of the home and associated improvements.

Figure 3
Conceptual Grading Plan



B. Foundation Criteria

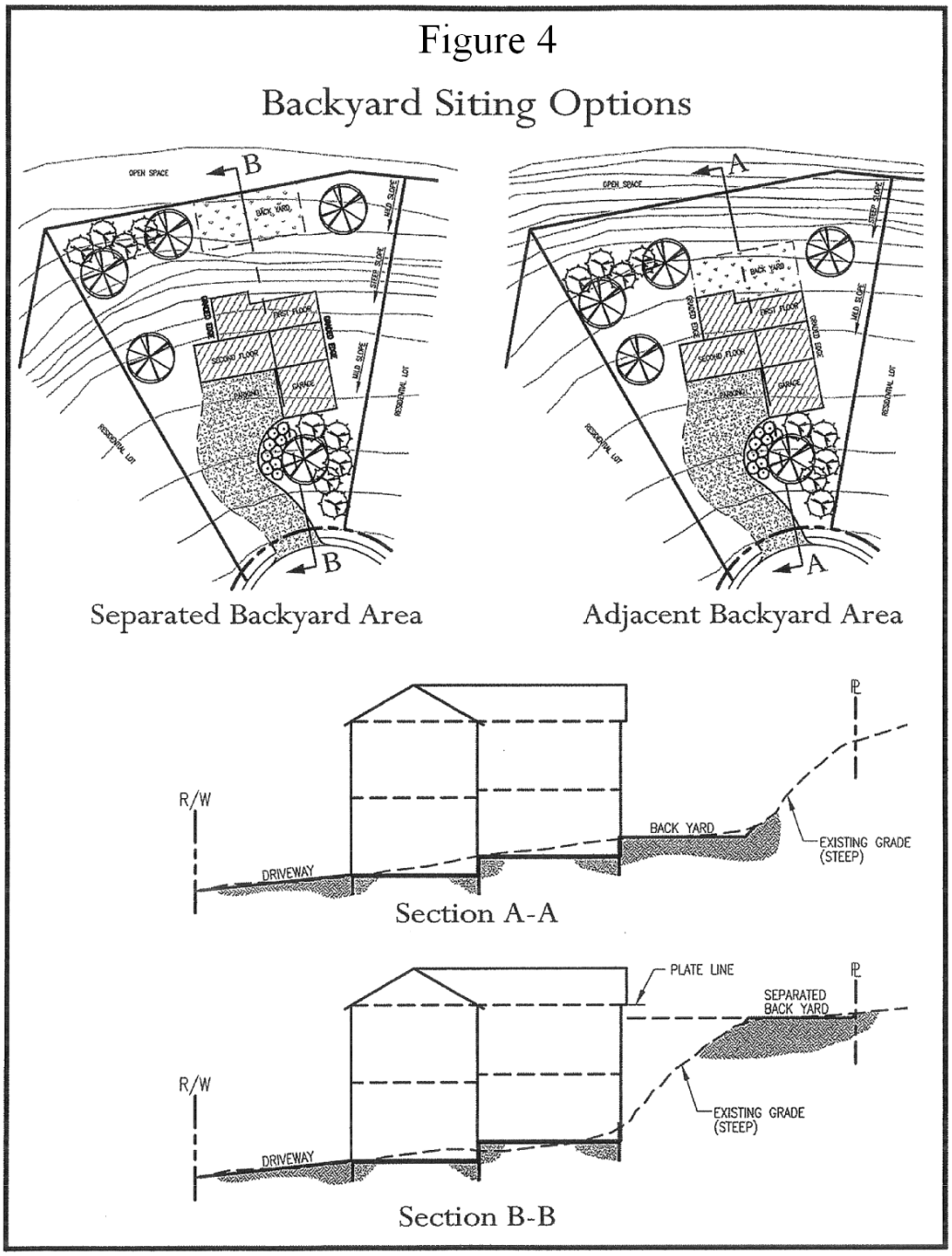
1. The foundation criteria set forth on the following Figures are established to identify the conditions under which specific home designs and foundation types may be used. The topography or grade of a specific lot will guide the ultimate home design. It is intended that the following parameters guide the design and development of appropriate home designs for the individual lot. Specific site topographic information submitted with the application may alter the grade category of the lot.

Grade	Home Design	Foundation
0-8% Mild	1. Traditional 1 & 2 story 2. Split Level	1. Slab on Grade and Raised Floor 2. Stem Wall
9-16% Moderate	1 Split or Tri-level 2. Walk Out 2-Story	1. Stem Wall 2. Retaining Wall & Stem Wall 3. Raised Slab
17-25% Steep	1. Walk Out 2-Story 2. Terraced	1. Retaining Wall & Stem Wall 2. Retaining Wall

Mild Slope 0-8%
Lots with slopes in this range have the flexibility to accommodate a variety of home and foundation designs. Home designs will include single story ranch to conventional two story home designs on lots within this range.

Moderate Slope 9-16%
Lots with slope in this range begin to have topographic constraints that limit the range of foundation options and begin to dictate foundation and home designs that conform to the existing landform. Multi-level and 2-story home designs will be typical on slopes within this range. These lots could also include a walkout 2-story with garage over or under designs.

Steep Slope 17-25 %
Lots within this range are significantly constrained and typically require multi-level home designs in order to achieve all the concepts identified in these guidelines. Home design will include terraced, walk out 2-story and garage over or under designs that are shaped to the site.

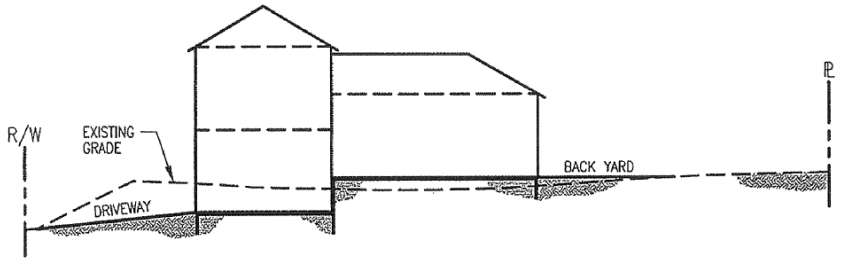


The following Figures 5 and 6 illustrate the slope criteria used in these guidelines and examples of appropriate foundation types that are to be utilized. Figure 1 identifies the slope ranges on the lots subject to these guidelines.

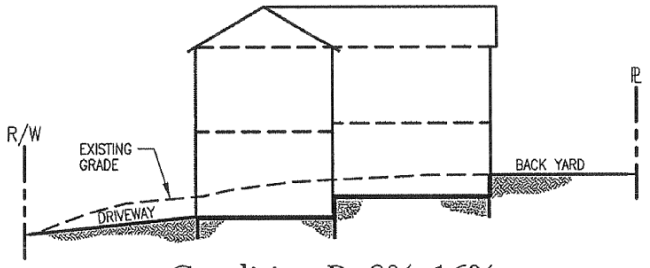
Figure 5

Typical Grading & Foundation by Slope

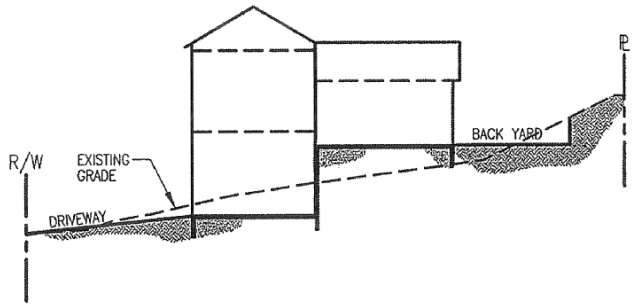
Up Hill Condition



Condition A: 0%-8%



Condition B: 8%-16%

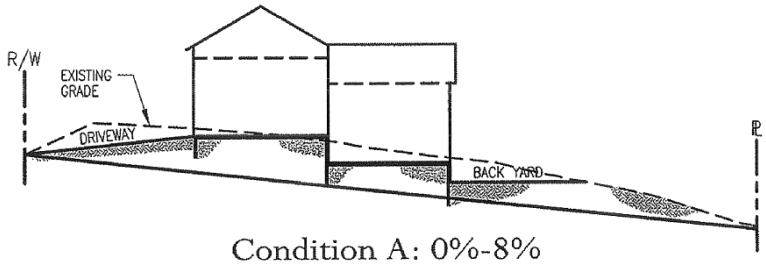


Condition C: 16%-25%

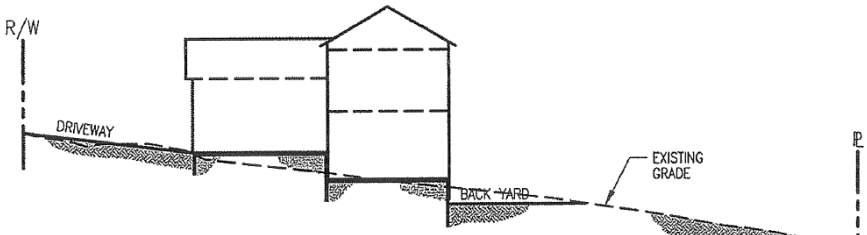
Figure 6

Typical Grading & Foundation by Slope

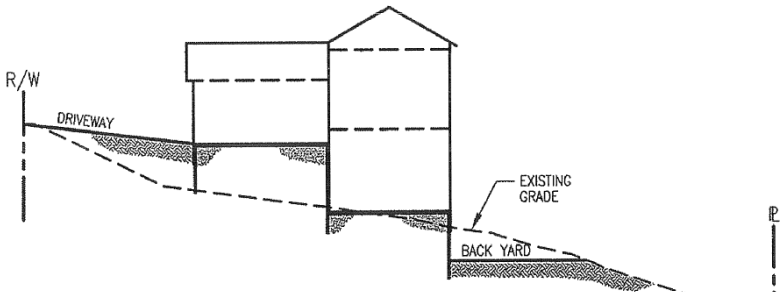
Down Hill Condition



Condition A: 0%-8%



Condition B: 8%-16%



Condition C: 16%-25%

C. Driveways

1. Driveway alignment and slope should conform to the natural topography as much as possible in order to minimize cut and fill slopes.

2. Minimize driveway widths from the curb in order to reduce the visual impact of extensive pavements and minimize tree removal.

3. Driveways shall generally connect with the public street at a 90-degree angle, or as close to 90 degrees as possible, to the satisfaction of the City Engineer.

D. Building Design

1. Design of the home and the site plan for each lot shall be driven by the topography (slope) on the individual lot. The structures and site grading shall be designed to conform with and fit the lot topography, and not the modify site to fit the structure.

2. Stepped foundations and terraced building floor levels consistent with Section A.6. shall be utilized to conform to the hillside.

3. The foundation criteria in Section 7 shall be utilized in the design of homes on the lots covered by these guidelines.

E. Noise Mitigation Construction Standards

To minimize noise impacts from the proximity of Interstate 80 all residences constructed within the Phase I area the following special provisions and construction standards are applicable (4.9MM-4):

1. Be restricted to a single story design (maximum height from finish floor to plate line of 11-feet), or

2. Apply the following construction requirements to all second-floor facades with exposure to I-80, per the latest edition of the Uniform Building Code:

    - Install air conditioning so that windows and doors may remain closed.
    - Windows and sliding glass doors to be mounted in low air infiltration rate frames (0.5 cfm or less, per ANSI specifications).
    - Exterior doors to be solid core with perimeter weather-stripping and threshold seals.
    - Exterior walls to be consist of 3-coat stucco, wood siding with an under layer of plywood sheeting, or brick veneer or equivalent construction system that provides adequate noise reduction as verified by an acoustical engineer.
    - Glass in both windows and doors should not exceed 20% of the floor area in a room. For example, in a 10-foot by 10-foot room (10 x 10 = 100 square feet), there would be no more than 20 square feet of glass (20% x 100 = 20).
    - Windows should have a Sound Transmission Classification (STC) rating of at least 35.
    - Roof or attic vents facing the noise source of concern shall be boxed.

F. Retaining Walls

1. Retaining walls are encouraged and in some cases required as a means of adapting to varied topographic conditions and as a way to blend the graded or developed environment with the natural contours of the land.

2. The texture and colors of finish materials used for retaining walls shall be compatible with finish materials used on the associated residence or adjacent environment. Use of stacked rock, or stone veneers is encouraged. Crib wall and standard concrete block are generally unacceptable. Wooden retaining walls are not acceptable.

3. The following table outlines the retaining wall criteria that will be adhered to on "Limited Graded" lots at Vista Oaks.

Grade of Lot	Max. wall height for a single wall	Max. wall height in series	Min. bench width between walls	Max. number of walls in series
0-8%	4.5 feet	3 feet	2 feet	3
9-16%	6 feet	4 feet	4 feet	3
17+%	8 feet	6 feet	6 feet	2*

***** The maximum number of walls may be increased by 1 when the maximum wall height in series is 12 feet or less. Minimum bench requirements will be adjusted based on wall height.

4. Walls necessary for driveway encroachment cuts or fills into a parcel may exceed the maximum height for a single wall by 1.25 times higher than maximum single wall height.

5. All walls over 3 feet or walls built in series will be constructed of masonry materials such as concrete, stucco, stone or similar materials.

G. Landscaping, Fencing, and Screening

1. Rear and side yard fencing adjacent to open space areas shall be as specified in the Vista Oaks General Development Plan (PDG-2001-07).

2. Foundations, retaining walls, and stem walls over three feet high shall be screened with landscaping to reduce visual impacts.

3. The underside of structures on hillsides, including decks and balconies that are not cantilevered from the wall of the residence, shall be enclosed to avoid exposed under floor areas.

4. Protect and preserve desirable native vegetation in order to preserve the overall natural character of the project area.

H. Storm Water Management

All grading and construction activities except activities limited to the interior of an existing structure shall comply with the Storm Water Management provisions of the Vista Oaks General Development Plan, Ord. 914.

I. Oak Trees

1. Oak trees shall be preserved to the maximum extent feasible.

2. Oak tree removal permits will not be issued until approval of a house site plan by the Planning Department.

3. Prior to any grading, construction activities, or the issuance of a building permit orange construction fencing shall be erected around the perimeter of the project work area (the area that will be directly impacted or disturbed by grading and construction related activities) to minimize site disturbance. The location of the perimeter construction fencing shall be clearly indicated on the building permit site plan prior to building permit issuance.

4. The developer / homebuilder shall retain the services of a certified arborist to evaluate any grading and / or construction activity that could impact all oak trees to be preserved both on and off site. The arborist shall identify design changes and mitigation measures to minimize grading / construction related impacts and stresses to oak trees to be preserved, including the location of temporary orange construction fencing, and these must be incorporated into the final design of the project and clearly indicated on construction drawings prior to any grading, construction activities, or the issuance of a building permit.

5. Prior to a final building permit inspection a certified arborist must provide written verification to the City of Rocklin that all design elements and mitigation measures included on the construction drawings have been complied with and completed.

6. Failure to comply with provisions 1 – 5 above shall be punishable by the payment of a fine of $90.00* per impacted oak tree as determined by the Community Development Director. Said fine shall be paid prior to sign off of a final building inspection for the residence and / or occupancy of the structure.

* Fine is equal to three times the standard mitigation fee paid to allow removal of an oak tree on a developed residential lot. Should the standard mitigation fee be amended in the future the above fine shall be automatically revised accordingly.

EXHIBIT C-1

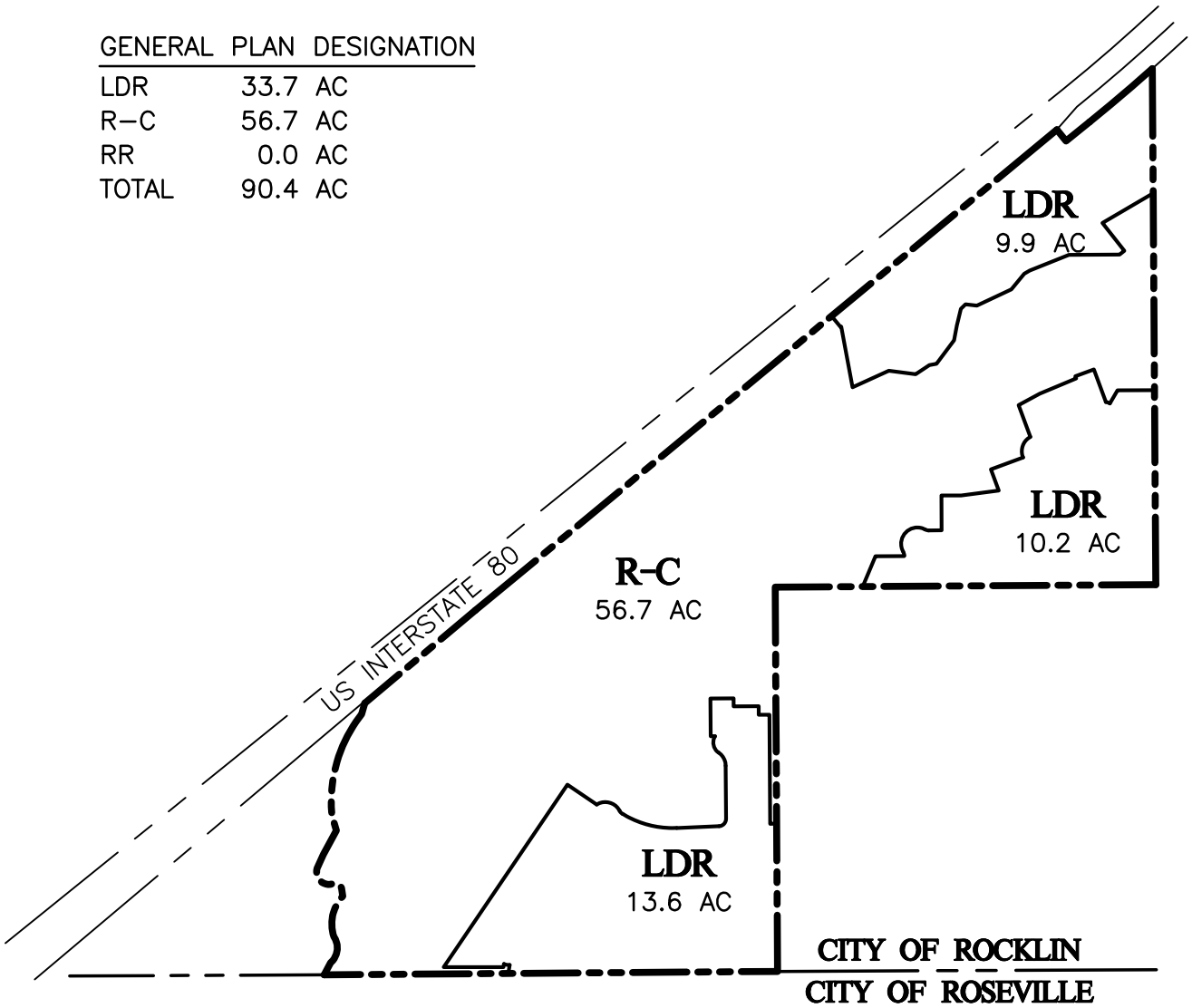
LAND USE MAP FOR THE PROPERTY

EXHIBIT C-1
VISTA OAKS
LAND USE MAP

GENERAL PLAN EXHIBIT

1 OF 2

GENERAL PLAN DESIGNATION	
LDR	33.7 AC
R–C	56.7 AC
RR	0.0 AC
TOTAL	90.4 AC



1"=600'

TLA
ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

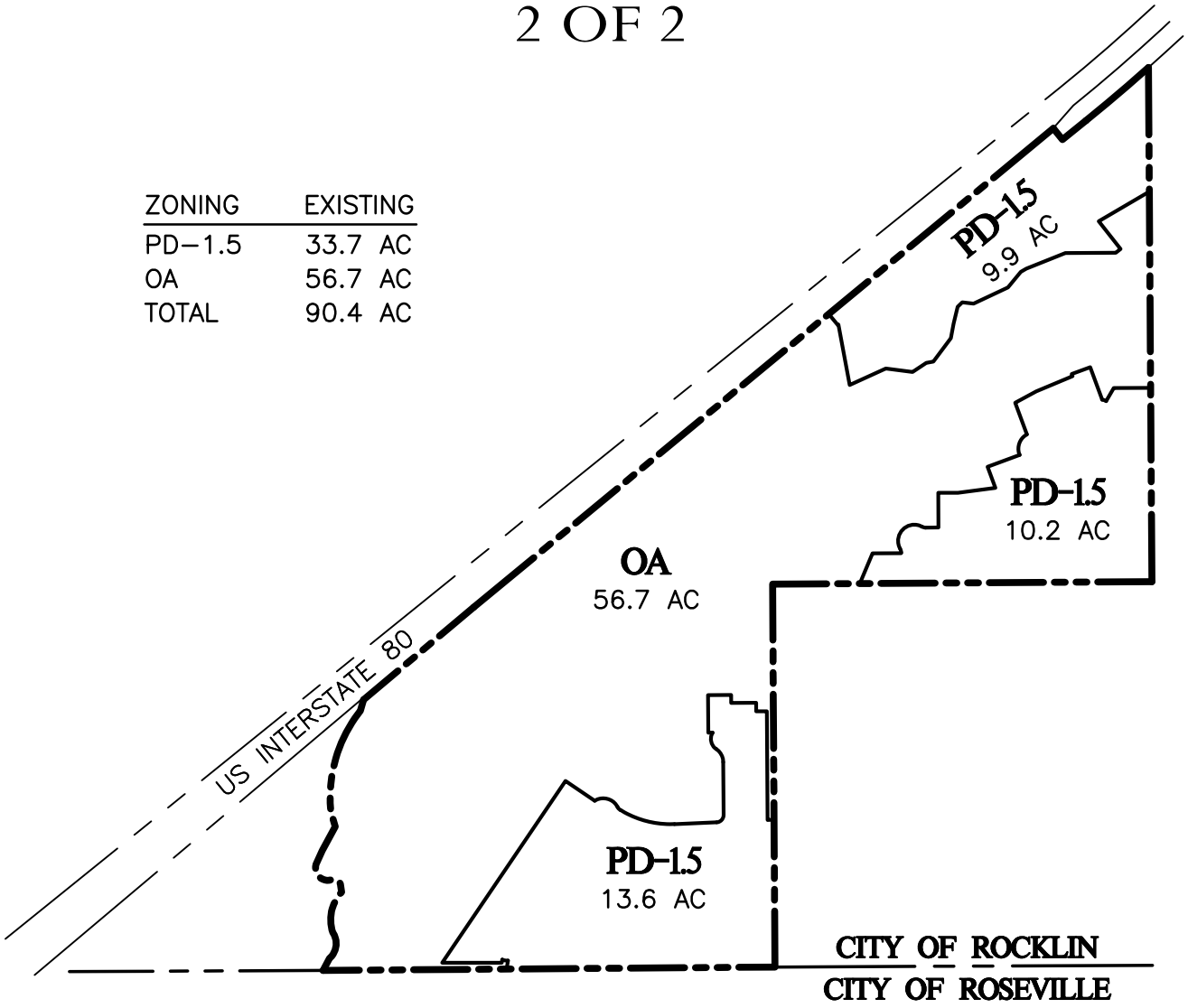
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EXHIBIT C-1
VISTA OAKS
LAND USE MAP

ZONING EXHIBIT

2 OF 2

ZONING	EXISTING
PD–1.5	33.7 AC
OA	56.7 AC
TOTAL	90.4 AC



1"=600'

TLA
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1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

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EXHIBIT C-2

LAND USE TABLE

EXHIBIT C-2
VISTA OAKS
LAND USE TABLE

ZONING	EXISTING
PD–1.5	33.7 AC
OA	56.7 AC
TOTAL	90.4 AC

GENERAL PLAN DESIGNATION	
LDR	33.7 AC
R–C	56.7 AC
RR	0.0 AC
TOTAL	90.4 AC



1"=600'

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ENGINEERING AND PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

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EXHIBIT D

BIKE/PEDESTRIAN TRAIL MAP

APPROVED BY PLANNING COMMISSION ON
October 3, 2006

PROPOSED PROJECTS
VICINITY MAP
ROCKLIN, CALIFORNIA
LAND USE PLAN
OCTOBER 2006

VICINITY MAP

APPROVED BY COUNCIL ON
November 14, 2006

OWNER / DEVELOPER
RONALD GUNTERT
222 EAST 4TH STREET
RIPON, CA. 95366
(209) 599-6131
FAX: (209) 599-2021

ENGINEER
TERRANCE E. LOWELL & ASSOC., INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND
- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- CREEKS & TRIBUTARIES

GENERAL NOTES:
A. Parking
All individual residential parcels are required to provide a minimum of two parking spaces per residence. Spaces can be a combination of garage spaces and carport or uncovered parking spaces.

B. Grading
Residential lots shall be either pad graded or graded on a limited basis. See Grading Guidelines for grading construction standards for non-pad graded lots.
See Grading & Drainage Plan for impacts to trees and wetland resources.

C. Septic Systems
There are no such known existing wells, abandoned wells, sumps or any other underground systems on the property.

D. Signage
There are no signs planned at this time.

E. Tentative Map
Dimensions & areas shown are approximate & subject to change.

F. Final Map
Applicant reserves the right to record multiple final maps.

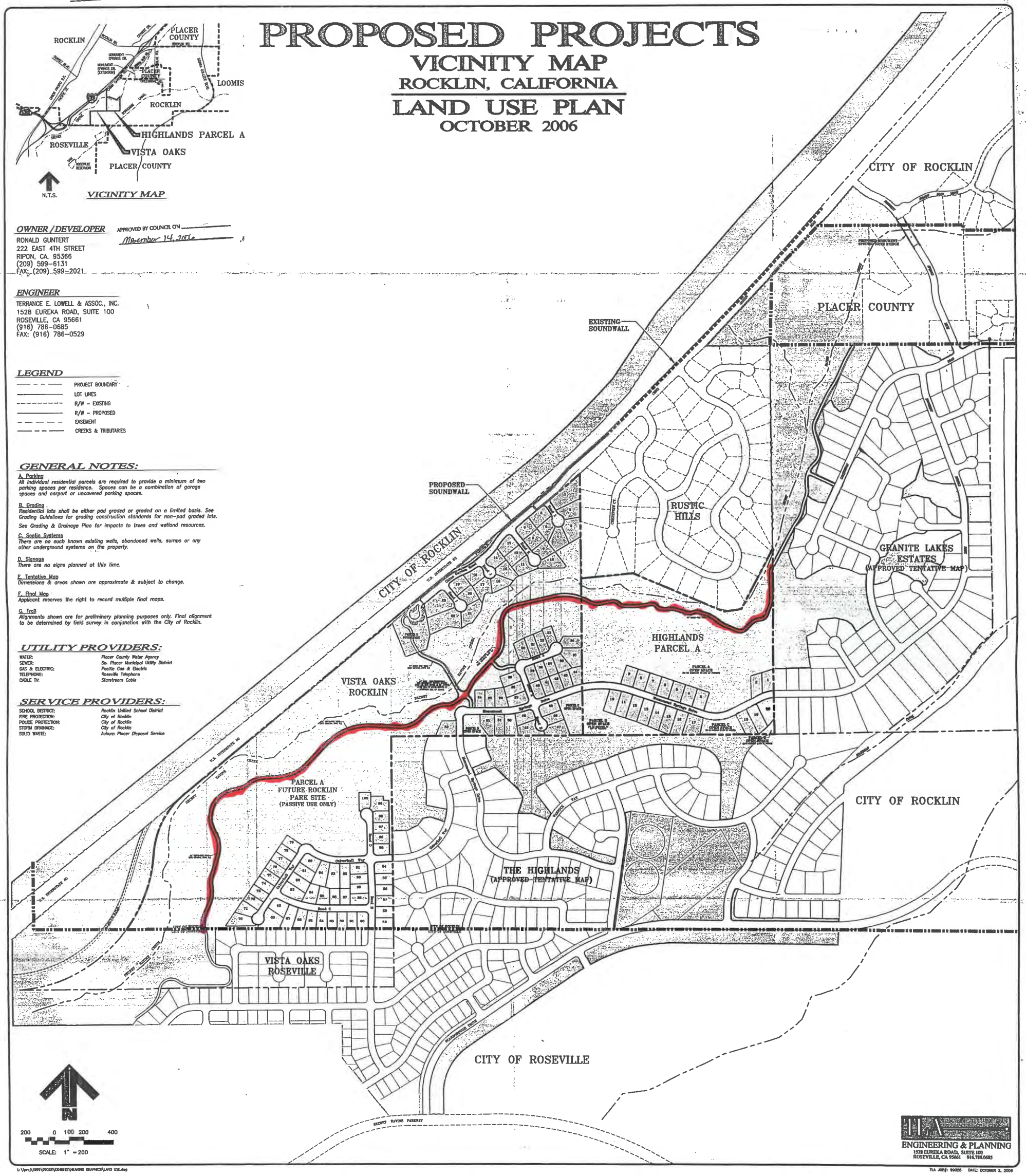
G. Trail
Alignments shown are for preliminary planning purposes only. Final alignment to be determined by field survey in conjunction with the City of Rocklin.

UTILITY PROVIDERS:

WATER:	Placer County Water Agency
SEWER:	So. Placer Municipal Utility District
GAS & ELECTRIC:	Pacific Gas & Electric
TELEPHONE:	Roseville Telephone
CABLE TV:	Starstream Cable

SERVICE PROVIDERS:

SCHOOL DISTRICT:	Rocklin Unified School District
FIRE PROTECTION:	City of Rocklin
POLICE PROTECTION:	City of Rocklin
STORM DRAINAGE:	City of Rocklin
SOLID WASTE:	Auburn Placer Disposal Service



TLA ENGINEERING & PLANNING
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0685

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TLA JOB#: 99025 DATE: OCTOBER 2, 2006

EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rocklin

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE VISTA OAKS SUBDIVISION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

On _____, 2023, the City of Rocklin and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as Tenants in Common and Landowners, Relative to the Vista Oaks Subdivision" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Rocklin County on _____, 2023, as Instrument No. 2023-_____.

Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens, and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens, and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

Assignee hereby assumes all of the rights, title, interest, burdens, and obligations of Developer under the Development Agreement with respect to the Assigned Parcel and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

The Notice Address described in Section 18 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
_____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

Rocklin and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as tenants in common and landowners

By: _____
RONALD M. GUNTERT, JR.
Date: _____

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____
Date: _____

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: January 9, 2024

Submitted By: Terry Stemple, Senior Department Admin Specialist

Department: Community Development

Recommendation:
This item is being continued to a future City Council meeting.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Attorney Appointment and Employment Agreement

Date: January 9, 2024

Submitted By: Greg Janda, Mayor

Department: City Council

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Appointing the City Attorney and Authorizing the Mayor to Execute an Employment Agreement with the City Attorney.

Background:
The City Attorney position became vacant in March of 2023. Following completion of an executive recruitment process and based on his qualifications and experience, the City Council desires to appoint Matthew McOmber to the position of City Attorney. Following successful negotiations, Mr. McOmber has accepted the appointment to the position of City Attorney, effective February 5, 2024.

Mayor to Read Prior to Taking Final Action: Pursuant to Government Code section 5493(c)(3), the Key Terms of the employment agreement are as follows:

- The term of the agreement is for three years, commencing on February 5, 2024;
- The annual base salary is $225,000;
- The City Attorney shall receive the benefits provided to non-public safety City department heads, as set forth in the City's Rules, Regulations, Benefits and Policies for Management Employees as modified by the City Council from time to time, unless otherwise provided in the Employment Agreement;
- The PERS retirement benefit shall be according to the 2% at 62 plan for CalPERS PEPRA members, with an average of the three highest years of service compensation, as required by law. Employee will make employee retirement contributions as required by state law and in addition, Employee will contribute two percent of his salary toward the City's employer retirement contribution.
- The City Attorney shall receive a City-paid basic life insurance plan in the amount of $200,000 and a policy for AD&D for up to $200,000;
- The City Attorney shall receive an automobile and cell phone allowance in the total amount of $6,000 annually;
- The City Attorney has the option to exercise a down payment loan option, in an amount not to exceed $200,000. The loan option requires repayment with interest, and requires that the City Attorney purchase a primary residence within the Rocklin city limits.

- If the City terminates the Employment Agreement early, without cause, the Agreement provides for a severance payment equivalent to fourth months base salary.

Fiscal Impact:
Sufficient funds are available in the Fiscal Year 2023/24 Operating Budget for the expense associated with the City Attorney appointment.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Employment Agreement

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPOINTING THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY

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

Section 1. The City Council of the City of Rocklin hereby appoints Matthew McOmber as City Attorney effective February 5, 2024.

Section 2. The City Council of the City of Rocklin authorizes the Mayor to execute an Employment Agreement with the City Attorney, attached hereto as Exhibit A.

PASSED AND ADOPTED this 9th day of January 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CITY OF ROCKLIN
CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of January 9, 2024, between the City of Rocklin, a municipal corporation, ("City") and Matthew McOmber (“Employee” or "City Attorney").

1. Appointment. City hereby appoints and engages Employee as City Attorney for the City of Rocklin, and Employee hereby accepts such employment. Employee shall serve at the pleasure of, and shall work for, the City Council subject to the terms of this Agreement, federal, state and local laws, and the City’s ordinances and resolutions. Employee shall also serve in his capacity as the City Attorney as counsel for the Successor Agency to the Redevelopment Agency of the City of Rocklin and the City of Rocklin Public Finance Authority.

2. Term. The Term of this Agreement shall be for approximately three (3) years. Employee anticipates he will commence employment on or about February 5, 2024. The term of this Agreement shall expire on February 4, 2027.

3. Duties. Employee shall perform the functions and duties of the City Attorney as currently in effect or as may hereafter be established by ordinance, resolution, or action of the City Council.

4. Hours Worked.

A. The City Attorney is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the duties and obligations of the City Attorney's position. The City Attorney does not have set hours of work, as the City Attorney is expected to be available at all times. Employee shall devote the necessary time to perform the functions and duties of the City Attorney’s position and shall be expected to devote a sufficient amount of time outside of normal and customary office hours in accordance with the work required as City Attorney.

B. After a minimum of four (4) full work weeks of a traditional in-person work schedule (Monday-Friday), City will allow for a hybrid in-person/remote schedule, with one to two (1-2) days of remote work per week, subject to Council and City Manager input and needs. The hybrid schedule will end when relocation is complete or September 1, 2024, whichever is sooner. There shall be no extension granted for a hybrid work schedule beyond the date of September 1, 2024.

5. City Commitments.

A. The City shall provide the City Attorney with the compensation, incentives and benefits, specified in this Agreement.

B. The City shall provide the City Attorney with a private office, office assistance, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Attorney's duties.

C. The City shall pay for or provide the City Attorney reimbursement for all actual, reasonable, and necessary business expenses, and in compliance with annual budget appropriations approved by the City Council. The City shall provide the City Attorney with a City credit card to charge appropriate and lawful business expenses and in compliance with annual budget appropriations as approved by the City Council.

D. The City agrees to pay Employee's State Bar and other professional dues that are necessary for the City Attorney's job performance and in continuation and full participation in state, regional or local associations and organizations necessary and desirable for the good of the City and in compliance with annual budget appropriations as approved by the City Council.

E. The City agrees to pay the reasonable travel and subsistence expenses for the City Attorney limited to the annual budget appropriations as approved by the City Council to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Attorney, including, but not limited to, attendance at the League of California Cities City Attorneys' and Annual conferences, other national, regional, state, and local conferences, and governmental groups and committees upon which the City Attorney serves as a member.

F. The City also agrees to pay for reasonable travel and subsistence expenses of the City Attorney limited to the annual budget appropriations as approved by the City Council for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Attorney.

G. The City recognizes the desirability of representation in and before local civic and other organizations, and the City Attorney is authorized to become a member of civic clubs, the local bar association or organizations, for which the City shall pay membership dues as limited to the annual appropriations as approved by the City Council.

H. Given the importance of technological tools to the effective and efficient business of municipal government and in compliance with annual budget appropriations, the City shall provide laptop computer, fax, and similar electronic devices to the City Attorney at the City Attorney's office, and with the written consent of the City Council, at the City Attorney's residence.

I. The City will provide relocation expenses to Employee in an amount not to exceed $10,000. Such expense reimbursement shall be available to Employee during the first six months of employment. Relocation must be within or near the City of Rocklin's boundaries and the date of the movement and/or storage of household goods may be extended with the City Council approval if a home is purchased after September 1, 2024. Relocation expenses will be reimbursed upon presentation of supporting documentation. Relocation expenses eligible for reimbursement include moving expenses, transportation, storage costs, and temporary housing. The amount reimbursed will be considered taxable income.

6. Salary and Benefits. City agrees to compensate Employee for his services under this Agreement as follows:

A. Salary. City shall pay Employee for services rendered under this Agreement an annual salary consisting of $225,000 for the services as City Attorney. Salary shall be paid in twenty-six equal payments on the City's regular payroll.

1) Employee shall automatically receive any across the board cost of living adjustments (COLA) that are provided to City's management salary ranges, including but not limited to a 2.5% (two and one-half percent) COLA that will take effect July 1, 2024.

2) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Attorney, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

B. Benefits. In addition to salary, Employee shall be entitled to all benefits, rights, and privileges accorded to non-public safety City department directors as provided in the Management and Confidential Employees Agreement, except as otherwise provided in this Agreement. If there is any conflict between this Agreement or any resolution fixing compensation and benefits for non-public safety City department directors or other unclassified employees, this Agreement shall control. The City Attorney shall be entitled to the following benefits:

1) Retirement. Subject to the Public Employees' Retirement Law, Employee shall be a member of the Public Employee Retirement System (CalPERS) at the two percent (2%) @ 62 formula for PEPRA members. Employee contributions to CalPERS shall be consistent with the rules, regulations, benefits, and policies relating to Employee Relations for the Management and Confidential Employees ("Management and Confidential Employees Agreement") adopted by Resolution of the City Council from time to time. As of the effective date of this Agreement, Employee shall pay Employee's contribution to CalPERS consistent with the Management and Confidential Employees Agreement, plus an additional two percent (2%) of his respective salary towards the Employer's retirement contribution.

2) Insurance. City shall obtain and pay for a basic term life insurance policy for Employee in the amount of $200,000 and for up to $200,000 for accidental death and dismemberment insurance.

3) Sick Leave, Vacation and Management Leave.

A. Employee will accrue sick leave in the amount of twelve (12) days annually consistent with Management and Confidential Employees. Sick Leave will be used, accrued and treated in the same manner as the terms relating to Sick Leave set forth for Management and Confidential Employees. Sick Leave will not be cashed out upon separation from employment, except as provided under the Management and Confidential Employees Resolution. Upon hire, the Employee shall be credited with forty (40) hours of sick leave, which shall not effect or reduce Employee's sick leave accrual thereafter.

B. Employee will accrue vacation leave in the amount of twenty (20) days annually with a cap on the total accrual of three hundred twenty hours. Upon termination of this Agreement, Employee will receive the cash value of any accrued vacation days. Upon hire, the Employee shall be credited with eighty (80) hours of vacation leave, which shall not effect or reduce Employee's vacation leave accrual thereafter.

C. Employee will be granted Management Leave in the amount of eighty (80) hours per fiscal year, which commences on July 1 and extends through June 30 each year, in the same manner as Management Employees. Management Leave is accrued in a lump sum on July 1 each year. For the remainder of the 2023-2024 fiscal year, Employee will be credited with eighty (80) hours of management leave at the date of hire. Unused hours shall not roll over to subsequent years and shall have no cash out value, except if otherwise allowed by applicable City rules, regulations, benefits, Resolution, policy, or City Manager authority. Unused Management Leave upon termination or expiration of this Agreement shall be paid to Employee.

4) Car and Cell Phone Allowance. Employee shall be paid a car and cell phone allowance in the amount of $500 a month payable bi-weekly on the City's regular payroll. Employee shall supply his own cellular telephone.

5) Health Benefits. Employee will be granted Health Benefits in the same amounts and in the same manner as Management and Confidential Employees.

6) Retiree Health. Employee is entitled to Retiree Health Benefits in the same manner as Management and Confidential Employees.

7) Dental and Vision. Employee will be granted Dental and Vision insurance in the same manner as Management and Confidential Employees.

8) Long- and Short-Term Disability Coverage. Employee will be granted long and short-term disability coverage in the same manner as Management and Confidential Employees.

9) City Holidays. Employee shall receive the same City Holidays as Management and Confidential Employees.

10) Furlough. Employee is required to participate in any City furlough program in the same manner as Management and Confidential Employees.

11) Loan Option for Primary Residence Purchase. During the term of the Agreement, as an incentive to encourage Employee to accept the City Attorney position and to encourage the Employee to live within the City's limits, Employee shall be eligible for a low interest loan ("Loan") from the City for a down payment for the purchase of a home within the City of Rocklin. The Loan shall be in an amount not to exceed the lesser of two hundred thousand dollars ($200,000) or the amount of non-City financing obtained by Employee to purchase a qualifying home within the City of Rocklin. If the Employee exercises the loan option, then (a) the Employee shall execute all documentation as determined necessary by the City to facilitate the Loan, including but not limited to a personal guarantee, loan agreement, promissory note, deed of trust, and any other documents required; and (b) City agrees to provide information and documents to any financial institution or lender necessary for Employee to apply for and obtain non-City financing and funding of the purchase of a qualifying home.

A. Interest for the Loan shall be calculated based on apportionment rates for the Local Agency Investment Fund at the time the loan option is exercised, administered by the California State Treasurer's Office (LAIF) plus one quarter percent (0.25%). The re-payment of the loan to the City will be amortized over a thirty (30) year period, unless a different repayment period applies in accordance with this section's subsections. The loan rate is fixed for the first five (5) years and shall re-set based on LAIF plus one quarter percent (0.25%) annually after the first five (5) years.

B. Employee shall use the entire amount of the Loan for the down payment to purchase a home within the City, which he will use and reside in as his primary residence. Employee shall not use the City loan to purchase a home to rent or lease to other occupants, whether on a short-term or long-term basis. If Employee rents or leases the home purchased with the City loan before repaying the entirety of the Loan, he will be in breach of this Agreement, the entire loan amount will be immediately due and owing, and the Employee will be required to pay back the Loan immediately. If the Employee uses less than the entire amount of the Loan for the down payment, any excess amount shall be immediately repaid to the City.

C. This Loan shall be recorded as a second Deed of Trust (Junior Debt Instrument), assuming that Employee obtains senior purchase money financing, such as a Promissory Note secured by a first Deed of Trust (Senior Debt Instrument or Instruments). In the event Employee does not secure such Senior debt financing or a first Deed of Trust, this City-provided Loan shall be senior and recorded as a first Trust Deed. Any further trust deeds will be subordinate to the trust deed recorded pursuant to this Agreement.

D. If Employee is terminated, resigns, or retires from his employment as a City Attorney with the City; sells or otherwise loses possession of the home; dies; materially breaches any agreement related to the Loan; or the Term of this Agreement lapses, Employee shall pay the outstanding balance of the City loan within twelve (12) months of such event.

E. Should the City, upon default of Employee to repay the Loan, be required to take legal action to collect this Loan, Employee shall be responsible to City for all costs, including reasonable attorney's fees and other expenses, incurred by City in collection efforts hereunder.

F. The Loan is not transferable or assignable by Employee.

G. The Employee shall be solely responsible for payment of any cost, fee, tax, damage, or payment required that may arise from the terms of the Loan or any related agreement or the purchase of the home, including but not limited to mortgage payments, home owners' insurance, property taxes, maintenance and repairs, or any other cost, fee, or penalty.

7. <u>Termination of Employment</u>.

A. Notwithstanding the Term of this Agreement, Employee may voluntarily resign as City Attorney on the condition that Employee shall give sixty (60) days' notice in advance, unless the Parties agree otherwise in writing.

B. The City Council may terminate the employment of the City Attorney at any time, with or without cause, by a majority vote of its members. However, if termination is Without Cause, then Employee or his Estate shall be entitled to a severance payment and severance benefits as stated in Section 9. Notice of termination, with or without cause, shall be provided to the City Attorney in writing. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed meeting of the City Council .

C. Given the at-will nature of the position of City Attorney, an important element of the employment agreement pertains to termination. It is in both

the City's interest and that of the City Attorney that any separation of the City Attorney is done in a businesslike manner.

8. Termination For Cause.

A. Notwithstanding any other provision in this Agreement, the City may terminate the City Attorney "For Cause." As used in this Agreement, "For Cause" shall mean one or more of the following: (1) material breach by Employee of the terms of this Agreement; (2) damage of a material nature to any property of City caused by Employee's willful or negligent conduct; (3) City Attorney's intentional refusal to comply with the City Council's reasonable and lawful instructions; (4) severe and extended incapacity due to injury or illness (physical or mental) such that Employee cannot perform the essential functions and duties of City's Attorney's job consistent with the ADA and applicable California law; (5) willful misconduct, including but not limited to Employee's harassment of employees or the public in violation of City's policies or federal, state and/or local laws; (6) dishonesty for personal gain; (7) conviction of a felony of any type or a misdemeanor involving moral turpitude; (8) continued abuse of non-prescription drugs or alcohol that prevents the performance of the City Attorney's job duties; (9) unexcused absence from his position for more than two (2) consecutive weeks in any twelve (12) month period; and (10) repeated and protracted unexcused absences from the City Attorney's office and duties.

B. In the event the City terminates the City Attorney For Cause, then the City may terminate this Agreement, and the City Attorney shall be entitled to only the compensation and benefits accrued up to the date of termination, and such other termination benefits and payments as may be required by law. Further, if terminated For Cause, the City Attorney shall not be entitled to any severance pay or severance benefits set forth in Section 9.

C. Notwithstanding any provision in this Agreement, this Agreement is subject to the provisions of Government Code sections 53243 through 53244 regarding abuse of discretion which are attached hereto as Exhibit 1 or as hereinafter amended. By executing this Agreement, Employee acknowledges that these Government Code provisions apply to and control this Agreement.

9. Severance Pay.

A. In the event the City Attorney is terminated by the City Council Without Cause, subject to Section 9.B below, City shall pay City Attorney or his Estate a lump sum or in four (4) monthly installments, as City decides in its discretion, an amount equal to four (4) months of the then current base annual salary as provided in Section 6.A. of this Agreement or as amended from time to time; provided however, if the number of months left on the unexpired term of the Agreement is less than four (4) months, then the severance payment shall be an amount equal to the monthly base salary of the Employee multiplied by the number of months left on the unexpired term

of the Agreement. Severance Pay shall not include accrual of Vacation, Sick, or Management Leave. Employer agrees to make the lump sum payment, or initial monthly installment payment, less withholdings, within thirty (30) days of the execution of the waiver and release referenced in Section 9.B. In addition to the severance pay provided in this Section 9.A., the City shall extend to the City Attorney the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

B. Eligibility for severance pay is expressly conditioned upon Employee's execution of a waiver and release of any and all of Employee's known and unknown claims, if any, against the City, its Council members, officers, and employees in a form mutually acceptable to the City and City Attorney. If a waiver and release in a form acceptable to the City and City Attorney is not executed, the City shall have no obligation to make any payments under Section 9.A.

C. All payments required under this Agreement are subject to and shall be interpreted to comply with the limitations set forth in Government Code sections 53260 to 53264.

10. <u>Indemnification</u>.

A. To the full extent federal, state or local laws, including as provided by the California Torts Claims Act (Government Code section 810, et. seq.), the City and the Successor Agency to the Redevelopment Agency of the City of Rocklin, jointly and severally, shall defend and indemnify the City Attorney against and for all losses sustained by the City Attorney in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment.

B. To the extent required by state or local laws, the City shall defend, indemnify and hold harmless the City Attorney against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney, in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in its sole discretion.

C. Whenever the City Attorney shall be sued for damages arising out of the performance of the City Attorney's s duties, and to the extent required by state or local laws, the City shall indemnify the City Attorney from any judgment, award, or settlement rendered against the City Attorney; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Attorney's capacity as City Attorney, regardless of whether the

notice of filing of a lawsuit occurs during or following employment with the City. This provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Attorney may have under the law.

D. In the event that Employee shall serve as the City Attorney of other City related legal entities as provided in this Agreement, then each provision of this section shall be equally applicable to each City related legal entity as those set forth in an indemnity agreement between Employee and that legal entity.

11. Severability. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

12. Other Terms and Conditions.

A. The City Council, in consultation with Employee, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, City ordinances, or any other law.

B. Employee and City shall meet and complete a performance evaluation annually.

C. The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the City Council. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

D. Notices.

Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: Mayor
City of Rocklin
3970 Rocklin Road
Rocklin, California 95677

2. EMPLOYEE: Matthew McOmber
[redacted]

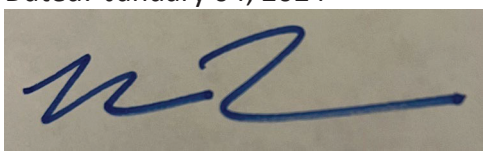
13. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

City of Rocklin

_____

Greg Janda, Mayor

Dated: January 04, 2024



_____

Matthew McOmber

Attest:

_____

Haley Reid, Acting City Clerk

Approved as to form:

_____

Dan Cucchi, Interim City Attorney

EXHIBIT 1

ARTICLE 2.6. Abuse of Office [Government Code §§ 53243 - 53244]

Government Code § 53243.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.1.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.2.

On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.3.

On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his office or position.

Government Code § 53243.4.

For purposes of this article, “abuse of office or position” means either of the following:
(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Government Code § 53244.

(a) A local public officer, as defined in subdivision (b), who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he may be entitled under any public retirement system in which he is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

(b) For the purposes of this section, "local public officer" means a person, either elected or appointed, who exercised discretionary, executive authority in his employment.

(c) This section shall apply to any claim filed prior to the effective date of the act enacting this section, and still pending on that date, and any claim commenced after that date.

(d) Upon conviction, a local public officer as described in subdivision (a), and the prosecuting agency shall each notify the public employer who employed the local public officer at the time of the commission of the felony within 60 days of the felony conviction. The operation of this section is not dependent upon the performance of the notification required by this subdivision.