ROCKLIN CITY COUNCIL

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

May 28, 2024
GENERAL SESSION 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

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 May 14, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the May 14, 2024 Regular Meeting of the City Council.

2B. Side Letter of Agreement to the Memorandum of Understanding with the Rocklin Firefighter's Union Regarding Holiday Hours
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Approve a Side Letter of Agreement to the Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighter's Union to Modify Section IV, Article 27, Holidays.

2C. Second Amendment to Downey Brand, LLP Professional Services Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Second Amendment to the Professional Services Agreement with Downey Brand, LLP, and Authorizing the City Manager to Execute the Second Amendment.

2D. Twin Oaks Park Cell Tower Collocation Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (T-Mobile – Twin Oaks Park Cell Tower Collocation Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Amendment to the Communications Site License Agreement (T-Mobile – Twin Oaks Park Cell Tower Collocation Project).

2E. 2023 Homeland Security Grant Program - Award of Grants

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin approving and authorizing the City Manager to execute Subawardee Grant Agreements with the County of Placer accepting the terms and awards of the 2023 Homeland Security Grant Program.

2F. South Whitney Mixed Use Project Open Space Easement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Riparian Area and Creek Protection) (South Whitney Mixed Use (DL2015-0001)).

2G. Whitney Ranch Unit 49 Final Map

Recommendation:

A. Adopt a Resolution of the City Council of the City of the Rocklin Approving the Final Map of Whitney Ranch Unit 49 Subdivision/(SD2021-0003) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Whitney Ranch Unit 49 Subdivision/(SD2021-0003).

2H. Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

2I. Setting a Public Hearing on Delinquent Refuse Collection Charges

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

2J. Whitney Park Parking Lot Extension for Bicycle Pump Track - Award of Construction Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Rejecting a Bid from Imagecon, Inc. and Awarding a Construction Contract for the Parking Lot Extension Element of the Bicycle Pump Track and Parking Lot Extension Project to Consolidated Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

2K. 2024 Micro-Pave Resurfacing Project Change Order

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with American Pavement Systems, Inc. for the 2024 Micro-Pave Resurfacing Agreement.

2L. Increase in Spending Authority for General Motors Parts and Repair Purchases through Sourcewell Cooperative Purchasing Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with General Motors Under Sourcewell Agreement #101520-GNL.

2M. Purchase of Three (3) Unmarked Police Vehicles

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Purchase Three (3) Unmarked Police Vehicles.

2N. Police Department HVAC & Roof Replacement

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Police Department HVAC & Roof Replacement).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for Police Department HVAC & Roof Replacement to CNW Construction Inc. and Authorizing the City Manager to Execute the Construction Agreement.

2O. Increase in Purchasing Limit for Police Department Uniforms through the Cooperative Agreement with Curtis Blue Line

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Limit with Curtis Blue Line Through a Cooperative Purchase Agreement for Fiscal Year 2023/24.

2P. Approval of Contracts for Fire Department Scheduling and Integrated Communications, and Fire Department Electronic Patient Care Reporting and Records Management
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Evergreen Contracts with ImageTrend, Inc and UKG Kronos Systems, LLC and Authorize the City Manager to Sign Subsequent Amendments.

2Q. Historical Marker Donation Policy
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Historical Marker Donation Policy.

3. SPECIAL PRESENTATIONS

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

3A. Leadership Rocklin 2024 Cohort Project

4. DISCUSSION ITEMS

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

4A. Fiscal Year 2024/25 Draft Operating Budget and 2025-2029 Draft Capital Improvement Program
Recommendation: Review the Fiscal Year 2024/25 Draft Budget and 2025-2029 Draft Capital Improvement Program, and Provide Direction to Staff.

5. FUTURE AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION

6. CLOSED SESSION

Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Hogan v. City of Rocklin, et al., Placer County Superior Case No. SVC0051563

REPORT OUT OF CLOSED SESSION

7. ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the May 14, 2024 Regular Meeting of the City Council

Date: May 28, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the May 14, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of May 14 2024

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

May 14, 2024
Closed Session at 5:00 p.m.
General Session at 6:00 p.m.

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

MEETING MINUTES
-DRAFT-

CALL TO ORDER

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

ROLL CALL

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

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:03 p.m.

1. CLOSED SESSION

1A. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Hogan v. City of Rocklin, et al., Placer County Superior Case No. SVC0051563

1B. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: D.J., M.J. Mandeville, et al. v. City of Lincoln, City of Rocklin (U.S. District Court, E.D. Cal. Case No. 2:22-CV-1167-KJM-DB)

Members of the City Council returned to the Council Chambers at 6:09 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

The City Council took a recess at 6:09 p.m.

CALL GENERAL SESSION TO ORDER

Mayor Janda called General Session to order at 6:16 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

There were none.

2. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Bass reported attendance at the Placer City and County Officials Association (PCCOA) dinner highlighting Visit Placer tourism; reported attendance at the Placer County Flood Control Board meeting; and congratulated the Rocklin Fire Department for winning the team award at the Hearts 4 Heroes event.

Councilmember Broadway reported attendance at the Placer County Transportation Planning Agency sharing that the Placer County Local Transportation Authority Improvement Plan and Retail Transaction and Use Ordinance had been approved; shared that he attended the Rocklin Girls Fast Pitch Softball Opening Ceremony however the event had been rained out and rescheduled; thanked staff for their hard work in organizing the Civic Celebration; participated in the Annual Placer County Ag Tour; attended the Leadership Rocklin graduation ceremony; attended a meeting of Western Placer Waste Management Authority board as an alternate noting that Scott Scholz had been hired as the new general manager; and attended the 7th Annual Rocklin Police and Fire Golf Tournament.

Vice Mayor Gayaldo shared attendance at a Punjabi celebration at the Event Center; thanked the Historical Society for conducting school tours; attempted to attend the Rocklin Girls Fast Pitch Softball Opening Ceremony which had been rained out; attended the Civic Celebration noting the feedback received from the community was positive; reported attendance at multiple meetings of the Sacramento Area Council of Governments (SACOG) subcommittee she served on; shared that the Rocklin Community Festival sponsored by the Kiwanis Club had been a success; shared that she and City Manager Aly Zimmermann gave a City Hall tour to second grade students from the California International School; and shared the birth of her two granddaughters on May 8, 2024.

Councilmember Halldin shared he attended a Punjabi celebration held at the Event Center; indicated that residents enjoyed the Civic Celebration; expressed his appreciation to the Historical Society for their displays at the Civic Celebration and for organizing school tours that including an event at Ruhkala Elementary that he participated in; and reported attendance at the Sierra Pregnancy and Health fundraiser event.

Mayor Janda shared he attended the Civic Celebration where City staff showcased vehicles and equipment and served as a judge in the annual Congressional Art Competition held at Sierra College.

City Manager Zimmermann expressed her appreciation to City staff for organizing the Civic Celebration and Commissioners for attending and informing the public of their roles; shared an upcoming Evenings in the Park event on May 17, 2024 that combined Movies in the Park with Park Pulse; shared an upcoming Concert at Quarry Park on May 19, 2024; invited the public to attend Meet the Machines to celebrate National Public Works Week on May 23, 2024 at the Corp Yard; announced a recreational swim program to be held at Rocklin High School this summer; and shared that the City was receiving applications for scheduled vacancies on its Board/Commissions/Committee with the deadline being May 20, 2024.

3. CONSENT CALENDAR

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

3A. Minutes of the April 23, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the April 23, 2024 Regular Meeting of the City Council.

3B. Northwest Rocklin General Development Plan - Whitney Ranch Retail PDG2024-0001 (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1179 An Ordinance of the City Council of the City of Rocklin Amending the Northwest Rocklin General Development Plan (Whitney Ranch Retail / PDG2024-0001).

3C. Amendment No. 1 to Contract for IT Management Services
Action: Adopted Resolution 2024-099 of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with SDI Presence, LLC and Authorized the City Manager to Execute Amendment No. 1.

3D. Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2024/25
Action:

A. Adopted Resolution No. 2024-100 of the City Council of the City of Rocklin Ordering the Preparation of the Engineer's Report for Lighting Maintenance District No. 1.
B. Adopted Resolution No. 2024-101 of the City Council of the City of Rocklin Approving the Engineer's Report for the Levy of the Annual Assessment for Lighting Maintenance District No. 1.
C. Adopted Resolution No. 2024-102 of the City Council of the City of Rocklin Declaring Its Intention to Levy and Collect Annual Assessments for Lighting Maintenance District No. 1 and Setting a Time and Place for Public Hearing Thereon.

3E. Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2024/25
Action:

A. Adopted Resolution No. 2024-103 of the City Council of the City of Rocklin Ordering the Preparation of the Engineer's Report for Landscape and Lighting Maintenance District No. 2.
B. Adopt Resolution No. 2024-104 of the City Council of the City of Rocklin Approving the Engineer's Report for the Levy of the Annual Assessment for Landscape and Lighting Maintenance District No. 2.
C. Adopted Resolution No. 2024-105 of the City Council of the City of Rocklin Declaring its Intention to Levy and Collect Annual Assessments for Landscape and Lighting Maintenance District No. 2 and Setting a Time and Place for Public Hearing Thereon.

3F. Kathy Lund Community Park Snack Bar Re-Roof
Action: Adopted Resolution No. 2024-106 of the City Council of the City of Rocklin Declaring the Existence of an Emergency and Accepting the Project Known as the Removal and Replacement of the Roof at the Kathy Lund Community Park Snack Bar, Under the City Manager's Authorization in Accordance with Section 22050 of the California Public Contract Code.

3G. Rocklin Road at Pacific Street Roundabout

Action:

A. Adopted Resolution No. 2024-107 of the City Council of the City of Rocklin Approving Amendment No. 1 to the Agreement for Consulting Services with Mark Thomas & Company, Inc. and Authorizing the City Manager to Execute Amendment No. 1.

B. Adopted Resolution No. 2024-108 of the City Council of the City or Rocklin Approving Change Orders No. 35 and No. 36 and Authorizing the City Manager to Execute Change Orders No. 35 and 36 with George Reed Inc.

3H. Solid Waste Collection Rates
Action: Adopted Resolution No. 2024-109 of the City Council of the City of Rocklin of Intent to Amend the Solid Waste Collection Service Rates Within the Incorporated Limits of the City of Rocklin and Setting a Time and Place for a Public Hearing Thereon.

3I. Proclamation Declaring May 12-18, 2024 as National Police Week and May 15 as Peace Officers Memorial Day
Action: Approved a Proclamation Declaring May 12-18, 2024 as National Police Week and May 15 as Peace Officers Memorial Day, and designate the Mayor to sign the Proclamation on behalf of the City Council.

3J. Proclamation Declaring May 19-25, 2024, as National Public Works Week
Action: Approved a Proclamation Declaring May 19-25, 2024, as National Public Works Week, and designate the Mayor to sign the Proclamation on behalf of the City Council.

3K. Proclamation Declaring the Month of May 2024 as Lyme Disease Awareness Month
Action: Approved a Proclamation Declaring the Month of May 2024 as Lyme Disease Awareness Month.

PUBLIC COMMENT

There were none.

Mayor Janda indicated that the Minutes of April 23, 2024 Regular City Council Meeting were amended per a Blue Memo for Item 3A. Motion to approve Consent Calendar Item Nos. 3A through 3K by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following roll call vote:

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

4. SPECIAL PRESENTATIONS

4A. Proclamation Declaring May 12-18, 2024 as National Police Week and May 15 as Peace Officers Memorial Day

Mayor Janda presented the proclamation to Police Chief Rustin Banks.

4B. Proclamation Declaring May 19-25, 2024, as National Public Works Week

Mayor Janda presented the proclamation to Public Services Manager Rick Lawrence.

4C. Proclamation Declaring the Month of May 2024 as Lyme Disease Awareness Month

Councilmember Broadway presented the proclamation to Melissa Moya, founder and executive director of Lyme Fight Foundation.

5. DISCUSSION ITEMS

5A. Historical Marker Donation Policy
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Historical Marker Donation Policy.

Management Analyst Elizabeth Sorg presented the item to City Council. City Council comments and discussion followed, Management Analyst Sorg and City Manager Aly Zimmermann responded to Councilmember questions.

PUBLIC COMMENT

The following speakers addressed the City Council expressing concerns on the requirements for historical markers being at least 100 years old, appeal process, costs, and language within the proposed policy.

Ms. Gloria Beverage
Mr. Kent Dazey
Ms. Susan Brooking
Mr. Glen Johnson

Action: City Manager Zimmermann indicated that staff requested that the City Council take no action at the present meeting, that staff would agendize the item for a future meeting date, and explore the recommendations made by the City Council for revisions to the proposed Historical Marker Donation policy.

5B. Various Roadway and Pedestrian Improvements Project

Action:

A. Adopted Resolution No. 2024-110 of the City Council of the City of Rocklin Awarding a Construction Contract for the Various Roadway and Pedestrian Improvements Project to Central Valley Engineering and Asphalt, Inc. and Authorizing the City Manager to Execute the Agreement.

B. Adopted Resolution No. 2024-111 of the City Council of the City of Rocklin Approving a Notice of Exemption (Blue Oaks Boulevard Pedestrian Traffic Signal Project).

C. Adopted Resolution No. 2024-112 of the City Council of the City of Rocklin Approving a Notice of Exemption (Crest Drive at Valley View Elementary Pedestrian Improvements Project).

D. Adopted Resolution No. 2024-113 of the City Council of the City of Rocklin Approving a Notice of Exemption (School Zone Signage and Pavement Markings Project).

City Engineer/ Deputy Director of Community Development Hunter Young presented the item to City Council.

PUBLIC COMMENT

There were none.

City Council comments and discussion followed with a recommendation to inform the public that the removal of trees for the proposed project along Blue Oaks Boulevard was due to safety improvements. City Manager Aly Zimmermann indicated that staff will include an educational component on removal of trees in the project messaging.

City Engineer/Deputy Director of Community Development Young responded to Councilmember questions.

Motion to approve Discussion item 5B by Councilmember Broadway and seconded by Vice Mayor Gayaldo. Passed by the following roll call vote:

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

6. FUTURE AGENDA ITEMS

City Manager Zimmermann confirmed for Councilmember Bass that staff was working with the League of California Cities in order to schedule a discussion for a future City Council meeting.

ADJOURNMENT

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

This is to certify that the foregoing is a true and correct copy of the minutes of May 14, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Side Letter of Agreement to the Memorandum of Understanding with the Rocklin Firefighter's Union Regarding Holiday Hours

Date: May 28, 2024

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin to Approve a Side Letter of Agreement to the Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighter's Union to Modify Section IV, Article 27, Holidays.

Background:
In 2023, staff discovered a seven year old error with handling holiday cash-out procedures. For Classic CalPERS members of the Rocklin Firefighter's Union (RFU), the cash-out payments should have been reported to CalPERS as pensionable income; however, beginning in 2016, the City stopped collecting contributions for the employer and employee, which means the income was not reported to CalPERS. The error has been fixed.

While staff worked with CalPERS and the RFU to resolve this error, it was also identified that the Memorandum of Understanding (MOU) needed to be revised because Section IV, Article 27 of the MOU includes two (2) floating holidays, which CalPERS does not allow as pensionable income.

Therefore, the Side Letter of Agreement between the City and RFU modifies MOU Article 27 to remove reference to the two specific floating holidays and changes the value of the 10 holidays listed to an equivalent of 9.6 hours each, which retains the total value of the holiday hours at 96 hours. In order to continue making any holiday time cashed out as pensionable income, staff recommends the side letter be retroactive to January 1, 2016.

Fiscal Impact:
The total amount owed to CalPERS is $146,709.52. The City's contribution is $90,355.21, and the total employee contribution is $56,354.31 spread between 34 employees. The City will collect the employee amount via repayment agreements.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit 1 - Side Letter

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
TO APPROVE A SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION TO MODIFY
SECTION IV, ARTICLE 27, HOLIDAYS

WHEREAS, the City of Rocklin (City) and the Rocklin Firefighter's Union (RFU) (collectively, "the Parties") are parties to a Memorandum of Understanding (MOU) establishing the terms and conditions of employment between the City and employees represented by RFU for the period of July 1, 2022 to June 30, 2025, adopted by Resolution No. 2022-159; and

WHEREAS, Section IV, Article 27 (HOLIDAYS) of the MOU describes the "Policy" and "Accrual and Payoff" rules for holiday time off, which includes ten (10) specific designated holidays and two (2) floating holidays for a total of 96 hours annually, and further provides that "hours not used by the last pay period in November of each year shall be cashed out at the employee's base rate and paid to the employee in the following pay period"; and

WHEREAS, it is the Parties' good faith understanding that the two (2) floating holidays as set forth and defined in Section IV, Article 27 of the MOU are not allowed by CalPERS to be considered pensionable income; and

WHEREAS, the City and RFU have met and conferred concerning the impact of excluding floating holidays from pensionable income on members of the RFU and in order to comport with applicable law and CalPERS general guidance, agree to amend Section IV, Article 27 of the July 1, 2022 to June 30, 2025 MOU, to remove reference to the two (2) floating holidays, retain ten (10) designated holidays, and change the value of each of the ten (10) designated holidays from eight (8) hours per day to nine-point-six (9.6) hours each holiday, for a total of 96 holiday hours annually, and to make this and related necessary changes retroactive to January 1, 2016 to ensure compliance with the California Public Employees' Retirement System (CalPERS) rules for reportable, pensionable income for Classic members.

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

Section 1. The Recitals set forth herein are true and correct and are hereby incorporated by reference.

Section 2. Effective May 28, 2024, the City Council approves and authorizes the City Manager to sign the Side Letter of Agreement attached hereto as Exhibit 1.

PASSED AND ADOPTED this 28th day of May , 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

DocuSign Envelope ID: D7C4065B-C8BA-490A-B40B-E1325A0A5764

SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

WHEREAS, the City of Rocklin (City) and the Rocklin Firefighter's Union Local 3847 (collectively, "the Parties") are parties to a Memorandum of Understanding (MOU) establishing the terms and conditions of employment between the City and employees in the Union for the period of July 1, 2022 to June 30, 2025; and

WHEREAS, Article 27 of the MOU describes the manner and method in which holidays are handled; and

WHEREAS, Article 27 of the MOU allows for holiday time off, which includes ten (10) specific holidays and two (2) floating holidays for a total of 96 hours, in which unused hours can be cashed out in November each year; and

WHEREAS, CalPERS, per Government Code 20630 and 20636does not allow floating holidays to be pensionable income; and

WHEREAS, the City and the Union have met and conferred and agree to amend the MOU Article 27 (IV.A).

AGREEMENT

Now, therefore, upon Council adoption, the Parties agree to amend the MOU and incorporate the changes and additions set forth herein upon adoption by the City Council. The changes to Article 27 described in this Agreement shall be applied retroactively to January 1, 2016 to ensure compliance with CalPERS rules for Classic members. Except as amended by this Agreement, the provision of the MOU remain in full force and effect.

Section IV – Leaves, Article 27. Holidays

I. Policy

Due to the nature of work performed by Fire personnel, it is not possible to observe traditional holidays as they occur. Therefore, those employees who are scheduled to work without regard to holidays will be credited with ninety-six (96) holiday hours at the beginning of each calendar year, which are credited based on the ten (10) holidays identified below at a rate of 9.6 hours per holiday. Holiday time off shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief or his/her designee. Hours not used by the last pay period in November each year shall be cashed out at the employee's base rate and paid to the employee in the following pay period.

II. Accrual and Payoff:

A. Individuals who are not employed for the full calendar year shalt accrue holiday hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.

B. Individuals who leave employment with the City prior to the end of the calendar year shall be paid holiday hours at the rate of eight (8) hours for each full month of employment. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will be credited with the full eight (8) hours for that month. If the date of

DocuSign Envelope ID: D7C4065B-C8BA-490A-B40B-E1325A0A5764

termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month. If an employee has taken more holiday hours in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holiday hours taken in advance from the employee's final paycheck.

C. The City currently recognizes the holidays listed below. In the event the City agrees to recognize additional holidays during the term of this Agreement and grants these to the AFSCME members, the City agrees to add the corresponding number of holiday hours to the 96 hours currently being received. This Article supersedes that section of the City Personnel Rules entitled "Holidays."

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

For the City:	For the Union:
_____	DocuSigned by: 3F9F05EA5CB1466... _____
City of Rocklin Aly Zimmermann, City Manager	Rocklin Firefighters Local 3847 Chris Wade, Local 3847 President
_____	5/7/2024 | 8:51 AM PDT _____
Date	Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Second Amendment to Downey Brand, LLP Professional Services Agreement

Date: May 28, 2024

Submitted By: Matthew McOmber, City Attorney

Department: City Attorney's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Second Amendment to the Professional Services Agreement with Downey Brand, LLP, and Authorizing the City Manager to Execute the Second Amendment.

Background:
The City of Rocklin, through the City Attorney's office, retained the Downey Brand, LLP law firm in 2018 to provide legal services to the City under a Professional Services Agreement regarding certain litigation involving Legacy Family Adventures-Rocklin, LLC (LFA). The original contract was amended in 2019. The LFA matter remains pending. A further contract amendment is necessary to remove provisions that are obsolete concerning payment, make related updates to the terms governing rates of compensation, and to ratify prior services rendered.

The City Attorney will continue to oversee the work of outside counsel, and on an ongoing basis or other times that the City Manager or City Council may request, will provide administrative and budgetary updates to the City Council.

Fiscal Impact:
There is no direct fiscal impact to the staff recommendation. Sufficient funds exist in the adopted Fiscal Year 2023/24 Operating Budget relative to this matter.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Second Amendment to PSA

RESOLUTION 2024-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DOWNEY BRAND, LLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT

WHEREAS, on November 27, 2018, the City entered into a Professional Services Agreement with Downey Brand, LLP, ("Downey Brand" or “Contractor”) for legal services (the “Agreement”), to represent the City in complex litigation versus David Busch (“Busch”) and Legacy Family Adventures Rocklin, LLC (“LFA”)(El Dorado County Superior Court Case No. PC 20190309), and related cross-actions, appeals, and legal proceedings; and

WHEREAS, since the execution of the Agreement, Downey Brand has continued to represent the City in this complex litigation, where the City has recovered in excess of $110,000 in court-ordered attorney fee reimbursements from Busch and LFA. Additionally, as of the effective date of this Second Amendment, the City holds a judgment rendered by the court against Busch and LFA for approximately $90,000 that has yet to be paid by Busch or LFA; and

WHEREAS, at the time of the Agreement, the complexity and duration of the litigation was unknown; and

WHEREAS, the City desires to ratify the services provided by Downey Brand through the effective date of this Second Amendment and to ratify and agree upon increased costs and attorney fee rates that are necessary and have resulted over the course of litigation.

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 and authorizes the City Manager to execute the Second Amendment to the Professional Services Agreement with Downey Brand, LLP for legal services, in the form attached hereto as Exhibit A, or substantially similar form approved by the City Attorney.

Section 2. For services provided by Contractor in accordance with the terms and conditions of the Agreement, the City Manager is authorized to make any necessary budgetary and accounting transactions to support the Agreement consistent with law, City policy, and the scope of services required of the legal matters assigned to the Contractor under the Agreement.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

AYES:
NOTES:
ABSENT:
ABSTAIN:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DocuSign Envelope ID: B6DFDF49-3B5D-4B04-82D9-5E7A72908976

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROCKLIN AND DOWNEY BRAND, LLP

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is effective commencing March 1, 2024. The purpose of this Second Amendment is to amend and update the November 27, 2018, Professional Services Agreement (the "Agreement") by and between the CITY of Rocklin, ("CITY"), and Downey Brand LLP ("CONTRACTOR").

RECITALS

A. Since the execution of the Agreement, CONTRACTOR has continued to represent City in complex litigation versus David Busch ("Busch") and Legacy Family Adventures Rocklin, LLC (LFA)(El Dorado County Superior Court Case No. PC 20190309), and related cross-actions, appeals, and legal proceedings (the litigation).

B. During the course of litigation, the CITY has recovered in excess of $110,000 in court-ordered attorney fee reimbursements from Busch and LFA. Additionally, as of the effective date of this Second Amendment, the CITY holds a judgment rendered by the court against Busch and LFA for approximately $90,000 that has yet to be paid by Busch or LFA.

C. At the time of the Agreement, the complexity and duration of the litigation was unknown. The Agreement was previously amended on February 12, 2019. The purpose of this Second Amendment is to ratify the services provided by CONTRACTOR through the effective date of this Second Amendment and to ratify and agree upon increased costs and attorney fee rates that are necessary and have resulted over the course of litigation.

AGREEMENT

1. **AGREEMENT.** The terms of the Agreement shall remain in full force and effect with the exception of the modifications and updates to the Agreement as set forth in this Second Amendment, which shall control.

2. **RATIFICATION OF SERVICES PROVIDED.** CITY hereby ratifies all prior billings received by CITY from, and corresponding payments made by CITY to, CONTRACTOR for services rendered on CITY's behalf pertaining to the litigation.

3. **PAYMENT.** CITY shall pay CONTRACTOR for services rendered under the Agreement and this Second Amendment at the updated rates set forth below. This Agreement shall not be subject to a not-to-exceed or particular maximum compensation limit, provided however, that CONTRACTOR is expected to and shall perform services and incur expenses in the most reasonable, efficient, and cost-effective manner possible.

   Sean Filippini: $500 per hour
   Christopher Kolkey: $450 per hour
   Kevin Rooney: $450 per hour
   Anthony Salaber: $340 per hour
   Sandra Collier (paralegal): $290 per hour

   CONTRACTOR will not request reimbursement or payment for services performed by any person or entity not identified herein, provided however that the City, through its City Attorney, may in its sole discretion approve or reject a request to add an individual with the same title,

DocuSign Envelope ID: B6DFDF49-3B5D-4B04-82D9-5E7A72908976

position, and hourly rate (or lower rate) as an individual appearing on the above list.

The provisions in this paragraph three (3) shall supersede all previous payment provisions in the Agreement, including, but not limited to the payment provisions in Exhibit A of the Agreement.

Executed as of the day first above stated:

CONTRACTOR

By:_____ May 17, 2024
Sean J. Filippini Date
Downey Brand LLP

CITY OF ROCKLIN

By:_____ _____
Aly Zimmermann, City Manager Date

Approved as to form:

By:_ DocuSigned by: _____
3496B8242C674E3...
Matthew McOmber, City Attorney

Attest:

By:_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Twin Oaks Park Cell Tower Collocation Project

Date: May 28, 2024

Submitted By: Jeff Scanlon, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (T-Mobile – Twin Oaks Park Cell Tower Collocation Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Amendment to the Communications Site License Agreement (T-Mobile – Twin Oaks Park Cell Tower Collocation Project).

Background:

In 1999 the Rocklin City Council approved a Communications Site License Agreement between the City and Pac Bell Wireless for the installation of a Cell Tower at Twin Oaks Park (Resolution No. 99-352). The cell tower is now owned and operated by T-Mobile, by and through its Attorney in Fact, CCTMO LLC (Crown Castle).

Crown Castle recently reached out to City staff with the desire to amend the current operating agreement to allow a collocation on the site and to lease an additional ninety-six (96) square foot area of property adjacent to the existing premises to Dish Wireless.

Staff has negotiated with Crown Castle for the ground lease and premise expansion requested at Twin Oaks Park. This is consistent with the Rocklin Municipal Code Title 17 (Zoning Ordinance). Twin Oaks Park is located at 5500 Park Drive and currently has one cell tower. The additional ground space will allow Crown Castle to install the requested concrete pad, CMU block wall shelter, associated equipment, and the necessary telecommunications equipment for the additional collocation carrier. Staff and Crown Castle have prepared the First Amendment to Communications Site License Agreement (Attachment 3) for City Council approval. The terms of the amendment include the following:

- Install wireless antennas, remote radio units and associated telecommunications equipment on the existing monopole.
- Lease additional 96 Sq. Ft. of ground space.
- Install CMU block wall shelter and associated equipment on additional expansion space.

- $1,500 monthly lease payment increase, with a three percent (3%) annual lease increase.
- $10,000 one-time capital improvement fee.

Environmental Analysis:

The City's Environmental Coordinator has reviewed the proposed project and has determined that the project is exempt from review under the California Environmental Act (CEQA) pursuant to California Code of Regulations Section 15301 – Existing Facilities. The Notice of Exemption and accompanying Resolution are also attached to this Staff Report for approval. (Attachment 1).

Fiscal Impact:

The City will receive an increase of $18,000 in annual lease payment revenue, and a $10,000 one-time capital improvement fee. The annual lease payment will increase 3% each year thereafter.

ATTACHMENTS:

1. Resolution A - Notice of Exemption
2. Resolution B - First Amendment to Communications Site License Agreement
3. Resolution B - Exhibit A First Amendment to Communications Site License Agreement
4. Resolution No. 99-352 - Twin Oaks Park Communications Site License Agreement
5. Site Plans

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(T-Mobile – Twin Oaks Park Cell Tower Collocation Project)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the T-Mobile – Twin Oaks Park Cell Tower Collocation Project ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 2115(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 28th day of May 2024, by the following vote:

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

_____
Mayor, Greg Janda

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
Parks and Recreation Dept.
5460 5th Street
Rocklin, CA 95677

Project Title: T-Mobile – Twin Oaks Park Cell Tower Collocation Project

Project Location - Specific: The subject property is located at Twin Oaks Park, 5500 Park Drive, Rocklin, CA 95765. APN 017-350-024.

Project Location - City: Rocklin, CA; County**:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The project consists of the installation of three (3) new Dish panel antennas and six (6) new Dish remote radio units (RRU) to an existing 90'-0'' tall monopole cellular communications tower, with associated equipment and telecommunications infrastructure, and the installation of a new equipment shelter on ninety-six (96) square feet of ground space lease area on City owned property.

Name of Public Agency Approving Project:
City of Rocklin City Council

Name of Person or Agency Carrying Out Project
The applicant is T-Mobile West Tower LLC, 12920 S.E. 38th Street, Bellevue, Washington 98006, Attn: Leasing Administration. With a copy to: CCTMO LLC, Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317, BU# 827158.

Exempt Status (Check one)

_x_ Categorical Exemption (Sec. 15300 et seq.): Section 15301 – Existing Facilities.

Reasons why the project is exempt. The project consists of the installation of new panel antennas and remote radio units to an existing cellular communications tower and installation of the associated equipment and infrastructure as described above. Class 1 exemptions consist of the minor alteration of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project as proposed is consistent with the exemption class description noted above and is exempt pursuant to Class 1 of the CEQA Guidelines. The modification and operation of an existing cellular communications tower at an existing community park is consistent with the exemption class descriptions noted above and is exempt pursuant to Class 1 of the CEQA Guidelines. The project will result in emissions of radio frequency electromagnetic radiation (RF). The applicant provided an analysis of the risk from such radiation (Radio

Frequency Safety Predictive Report by Waterford Consultants, LLC, dated August 19, 2022). The conclusion of the study was that the proposed wireless communications tower and associated equipment would comply with the FCC's current prevailing standard for limiting human exposure to RF energy. Due to the mounting method utilized, the general public would not normally be able to approach the antennas. Therefore, no significant impact on the general public is expected. The calculated electromagnetic field strength level in publicly accessible areas is less than the existing standard allows for exposure of unlimited duration. Based on worst-case predictive modeling, there are no modeled areas on any accessible ground-level walking/working surface related to the proposed Dish antennas that exceed the FCC's occupational or general public exposure limits at this site. The public exposure limit is based on a standard published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). The Federal Communications Commission (FCC) has adopted these exposure limits as standards and is the agency charged with their regulation and enforcement.

Contact Person: Shawn Darling, Parks and Recreation Manager, (916) 625-5282

Date received for Filing: _____ _____

Signature: Veronica Tracy
Parks and Recreation Director

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE COMMUNICATIONS SITE LICENSE AGREEMENT (T-Mobile – Twin Oaks Park Cell Tower Collocation Project)

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 finds and determines that the installation of a communications facility in the City of Rocklin (APN: 017-350-024) is consistent with the City of Rocklin Zoning Ordinance, Rocklin Municipal Code Title 17.

Section 2. The City Council has approved a Notice of Exemption for the Project by Resolution No. 2024 - _____.

Section 3. The City Council hereby approves and authorizes the City Manager to execute the First Amendment to the Communications Site License Agreement (T-Mobile – Twin Oaks Park Cell Tower Collocation Project), in a form substantially similar to Exhibit “A”, attached hereto and incorporated herein.

Section 4. The City Clerk is hereby directed to record or have recorded the Memorandum of License in a form substantially similar attached hereto as Exhibit “C” to the First Amendment To Communications Site License Agreement, once it is fully executed and notarized, in the Office of the Placer County Recorder.

PASSED AND ADOPTED this 28th day of May 2024, by the following vote:

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

_____
Mayor, Greg Janda

ATTEST:

_____
Avinta Singh, City Clerk

FIRST AMENDMENT TO
COMMUNICATIONS SITE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT (the "**First Amendment**") is made as of the _____ day of _____, 2024 ("**Effective Date**"), by and between the CITY OF ROCKLIN (hereinafter referred to as "**City**") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney in Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "**Licensee**").

RECITALS

WHEREAS, City and Pacific Bell Wireless, a Nevada limited liability company ("**Original Licensee**") entered into a Communications Site License Agreement dated October 14, 1999, a memorandum of which was recorded in the official records of Placer County, California ("**Official Records**") on June 20, 2001 as Instrument No. 2001-0060771 (the "**License**") whereby Original Licensee licensed certain real property, together with all necessary and reasonable access and utility rights, located in Placer County, California from the City (the "**Premises**"), all located within certain real property owned by the City ("**City Property**"); and

WHEREAS, T-Mobile West Tower LLC is currently the Licensee under the License as successor in interest to Original Licensee; and

WHEREAS, City and Licensee desire to amend the License on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Licensee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the License.

2. Additional License Area. The existing Premises is hereby expanded in size to include additional space, which consists of a ninety-six (96) square foot area of real property adjacent to the existing Premises at a location more particularly described on Exhibit B-1 attached hereto and depicted on the site plan/survey attached hereto as Exhibit B-3 (the "**Additional License Area**"). The Premises, as expanded, is described on Exhibit B-2 attached hereto. Exhibit B to the License shall be deleted in entirety and replaced with Exhibit B-2 and Exhibit B-3. Notwithstanding anything to the contrary in this First Amendment, Licensee is not relinquishing any rights to any licensed area, access rights, and/or utility rights that it possesses prior to the date of this First Amendment. In the event the location of any of Licensee's or its sublicensees' existing improvements, utilities, and/or access routes are not depicted or described on the site plan/survey and/or legal descriptions, Licensee's licensed rights and access and utility rights over such areas shall remain in full force and effect and the Premises, as expanded shall be deemed to include such areas.

3. Additional Rent. In consideration of the license of the Additional License Area, Licensee shall pay to the City the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per month ("**Additional Rent**") beginning upon the commencement of installation of improvements within the Additional License Area ("**Additional Rent Commencement Date**") and continuing thereafter until the earlier of (i) the expiration of the Term of the License; or (ii) the "Return of the Additional License Area" as set forth below. The Additional Rent shall be due and payable concurrently with and at the same time as the monthly Rent set forth in the License, for so long as such Additional Rent is payable to the City as set forth herein. Commencing on the anniversary of the Additional Rent Commencement Date and annually thereafter (each an "**Adjustment Date**"), the Additional Rent payable to the City shall escalate by an amount equal to three percent (3%) of the Additional Rent payable to the City during the month immediately preceding the Adjustment Date.

4. Right to Return the Additional License Area. Licensee shall have the option, upon thirty (30) days prior written notice to the City, in its sole and absolute discretion, to return the Additional License Area to the City and to terminate the license of the same by removing all improvements from the Additional License Area and returning same to its condition as of the Effective Date of this First Amendment, ordinary wear and tear excepted (the "**Return of the Additional License Area**"). Effective upon removal of all improvements from the Additional License Area, the Additional Rent shall cease and will no longer be due or payable beginning on the first day of the month following the Return of the Additional License Area. Licensee will pay the Additional Rent due and payable to City for the period up to and including the first day of the month following the Return of the Additional License Area and thereafter the Additional Rent shall terminate.

5. Notices. Licensee's notice address shall be deleted and replaced as follows:

Licensee:	T-Mobile West Tower LLC 12920 S.E. 38th Street Bellevue, Washington 98006 Attention: Leasing Administration
With a copy to:	CCTMO LLC Attn: Legal - Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317 BU# 827158

6. Consent. City hereby acknowledges and agrees to the collocation and sublicense of a portion of the Premises, as expanded, to Dish Wireless LLC or an affiliate or subsidiary (the "**DISH Sublicensee**") for purposes of installation, operation, maintenance and replacement of equipment, antennas, radios, cables, fiber, and related accessories on the Premises, as expanded, for the operation of a wireless communications facility thereon in compliance with the permitted uses provided in the License. In accordance with Section 6 of the License, City hereby consents to the installation, maintenance and replacement of such improvements reasonably required by the DISH Sublicensee to operate on the Premises, as expanded. Notwithstanding the foregoing,

the DISH Sublicensee shall be entitled to exchange, add and replace equipment and antennas within the Premises, as expanded.

7. Conditional Signing Bonus. Licensee will pay to the City, a one-time amount of Ten Thousand and 00/100 Dollars ($10,000.00) for the full execution of this First Amendment, payable within sixty (60) days of the full execution of this First Amendment ("**Conditional Signing Bonus**"). In the event that this First Amendment (and any applicable memorandum of amendment) is not fully executed by both the City and Licensee for any reason, Licensee shall have no obligation to pay the Conditional Signing Bonus to the City.

8. Counterparts/Signatures. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument. A facsimile or electronic signature of a party is and shall be deemed to be an original execution and is binding.

9. Remainder of License Unaffected. In all other respects, the remainder of the License shall remain in full force and effect. Any portion of the License that is inconsistent with this First Amendment is hereby amended to be consistent.

[Signature pages follow]

IN WITNESS WHEREOF, City and Licensee have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

CITY OF ROCKLIN

By: _____

Print Name: _____

Title: _____

[Licensee Execution Page Follows]

This First Amendment is executed by Licensee as of the date written herein.

LICENSEE:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____

Print Name: _____

Title: _____

EXHIBIT B-1
(Legal Description of Additional License Area)

A PORTION OF LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS DISK ON THE CENTERLINE OF PARK DRIVE, LYING SOUTHERLY OF SAID LOT 22, BEARING NORTH 49° 35' 00" EAST, A DISTANCE OF 543.23 FEET FROM THE END OF A TANGENT CURVE;
THENCE ALONG SAID CENTERLINE NORTH 49° 35' 00" EAST, A DISTANCE OF 174.82 FEET;
THENCE DEPARTING THE CENTERLINE OF PARK DRIVE, NORTH 40° 30' 11" WEST A DISTANCE OF 479.31 FEET TO A POINT;
THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 22.92 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 1.46 FEET;
THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 7.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 61° 16' 10" WEST, A DISTANCE OF 10.50 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 9.17 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 10.50 FEET;
THENCE SOUTH 28° 43' 50" EAST, A DISTANCE OF 9.17 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 96 SQUARE FEET OR 0.0022 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED PARCEL.

EXHIBIT B-2
(Legal Description of the Premises, as expanded)

EXISTING LICENSE:

A PORTION OF LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS DISK ON THE CENTERLINE OF PARK DRIVE, LYING SOUTHERLY OF SAID LOT 22, BEARING NORTH 49° 35' 00" EAST, A DISTANCE OF 543.23 FEET FROM THE END OF A TANGENT CURVE;
THENCE ALONG SAID CENTERLINE NORTH 49° 35' 00" EAST, A DISTANCE OF 174.82 FEET;
THENCE DEPARTING THE CENTERLINE OF PARK DRIVE, NORTH 40° 30' 11" WEST A DISTANCE OF 479.31 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 22.92 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 7.42 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 9.50 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 11.67 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 0.70 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 9.25 FEET;
THENCE SOUTH 28° 43' 50" EAST, A DISTANCE OF 17.62 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 375 SQUARE FEET OR 0.0086 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED PARCEL.

ADDITIONAL LICENSE AREA:

A PORTION OF LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS DISK ON THE CENTERLINE OF PARK DRIVE, LYING SOUTHERLY OF SAID LOT 22, BEARING NORTH 49° 35' 00" EAST, A DISTANCE OF 543.23 FEET FROM THE END OF A TANGENT CURVE;
THENCE ALONG SAID CENTERLINE NORTH 49° 35' 00" EAST, A DISTANCE OF 174.82 FEET;
THENCE DEPARTING THE CENTERLINE OF PARK DRIVE, NORTH 40° 30' 11" WEST A DISTANCE OF 479.31 FEET TO A POINT;
THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 22.92 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 1.46 FEET;
THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 7.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 61° 16' 10" WEST, A DISTANCE OF 10.50 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 9.17 FEET;

(Exhibit B-2 continues on the following page)

THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 10.50 FEET;
THENCE SOUTH 28° 43' 50" EAST, A DISTANCE OF 9.17 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 96 SQUARE FEET OR 0.0022 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED PARCEL.

EXHIBIT B-3
(Site Plan/Survey of the Additional License Area and Premises, as expanded)
(See Attached)

EXHIBIT C
(Form of Memorandum of License)
(See Attached)

This instrument was prepared by:
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

After recording return by mail to:
CCTMO LLC
Attn: Recording Department
8020 Katy Freeway
Houston, Texas 77024

Space above this line for Recorder's Use

A.P.N. 017-350-024-000

Prior recorded document(s) in Placer County, California:
June 20, 2001 as Instrument No. 2001-0060771

MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT

This document is exempt from the $75 Building Homes and Jobs Act Fee (per Government Code §27388.1) because:

- ☐ Document is a transfer of real property subject to the imposition of transfer tax
- ☐ Document is a transfer of real property that is a residential dwelling to an owner□occupier
- ☐ Document is recorded in connection with an exempt transfer of real property (i.e., subject to transfer tax or owner□occupied). If not recorded concurrently, provide recording date and document number of related transfer document:

  Recording date_____ Document Number _____

- ☐ The $225 per transaction cap is reached
- ☐ Document is not related to real property

Documentary Transfer Tax $ _____
_____ Computed on full value of property
_____ Computed on full value less liens and encumbrances remaining at time of sale
_____ Computed on full value of lease surpassing the 35 year term limit
_____
_____ Computed
on leased area of
the property
City of _____ Unincorporated ___

_____
Signature of Declarant or agent – Firm Name

THIS MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT ("Memorandum") is made effective this ____ day of _____, 2024 ("**Effective Date**"), by and between the City of Rocklin (hereinafter referred to as "**City"**) and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney in Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "**Licensee**").

1. City and Pacific Bell Wireless, a Nevada limited liability company ("**Original Licensee**") entered into a Communications Site License Agreement dated October 14, 1999, a memorandum of which was recorded in the official records of Placer County, California ("**Official Records**") on June 20, 2001 as Instrument No. 2001-0060771 (the "**License**") whereby Original Licensee licensed certain real property, together with all necessary and reasonable access and utility rights, located in Placer County, California from the City (the "**Premises**"), all located within certain real property owned by the City ("**City Property**"). The City's Property of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. T-Mobile West Tower LLC is currently the Licensee under the License as successor in interest to Original Licensee.

3. City and Licensee have entered into a First Amendment to Communications Site License Agreement (the "**First Amendment**"), of which this is a Memorandum, wherein the Premise was expanded by an additional area of ninety-six (96) square feet ("**Additional License Area**"). The Premises, as expanded is more particularly described on Exhibit B attached hereto.

4. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Licensee.

5. This Memorandum does not contain the social security number of any person.

6. A copy of the First Amendment is on file with the City and Licensee.

[*Signature and acknowledgment pages follow*]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, City and Licensee have caused this Memorandum to be duly executed on the day and year first written above.

CITY:

CITY OF ROCKLIN

By: _____

Print Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2024 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

[Seal]

(*Licensee signature and acknowledgment are on the following page*)

LICENSEE:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____

Print Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2024 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

[Seal]

EXHIBIT A
(Legal Description of the City Property)

A PORTION of Lot 6 as shown on that map of Stanford Ranch, Phase II, Units 1 & 2, filed in Book A of Maps, at Page 30, Placer County Records and described as follows:

BEGINNING at the Southeast corner of said Lot 6, being a point on the westerly right-of-way line of Stanford Ranch Road; Thence westerly along the boundary of said Lot 6 the following eight (8) consecutive courses: 1) North 58°49'30" West 5.00 feet; 2) South 87°13'29" West 745.59 feet; 3) North 70°30'20" West 265.00 feet; 4) South 55°02'18" West 89.98 feet; 5) South 10°03'09" West 379.95 feet; 6) South 74°50'27" West 325.49 feet; 7) North 22°46'48" West 184.80 feet; and 8) North 39°43'52" West 154.82 feet; Thence leaving said boundary along the following twenty-one (21) consecutive courses: 1) South 53°08'18" East 217.55 feet; 2) East 90.10 feet; 3) North 42°10' East 171.27 feet; 4) North 13°15' East 87.38 feet; 5) North 45.00 feet; 6) North 49°21'30" West 307.06 feet; 7) North 49°30' East 456.52 feet; 8) North 55°00' East 60.72 feet; 9) North 68°00' East 66.91 feet; 10) North 48°00' East 64.38 feet; 11) North 37°30' East 134.86 feet; 12) South 81°15'East 65.67 feet; 13) South 66°12' East 74.30 feet; 14) North 85°50' East 137.39 feet; 15) South 84°50' East 227.26 feet; 16) North 60°48' East 204.91 feet; 17) North 23°20' West 275.51 feet; 18) North 70°50' East 73.18 feet; 19) North 63°01' East 377.28 feet; 20) North 48°57'30" East 112.42 feet; and 21) South 79°45' East 46.42 feet to the westerly line of Stanford Ranch Road; Thence along said westerly line two (2) consecutive courses: 1) South 10°15' West 919.15 feet; and 2) Along a curve to the right of radius 940.00 feet, through a central angle of 20°55'30", for 343.30 feet (Chord: South 20°42'45" West 341.39 feet) to the point of beginning, containing 26.17 acres more or less.

EXHIBIT B
(Legal Description of Premises, as expanded)

EXISTING LICENSE:

A PORTION OF LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS DISK ON THE CENTERLINE OF PARK DRIVE, LYING SOUTHERLY OF SAID LOT 22, BEARING NORTH 49° 35' 00" EAST, A DISTANCE OF 543.23 FEET FROM THE END OF A TANGENT CURVE;
THENCE ALONG SAID CENTERLINE NORTH 49° 35' 00" EAST, A DISTANCE OF 174.82 FEET;
THENCE DEPARTING THE CENTERLINE OF PARK DRIVE, NORTH 40° 30' 11" WEST A DISTANCE OF 479.31 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 22.92 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 7.42 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 9.50 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 11.67 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 0.70 FEET;
THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 9.25 FEET;
THENCE SOUTH 28° 43' 50" EAST, A DISTANCE OF 17.62 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 375 SQUARE FEET OR 0.0086 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED PARCEL.

ADDITIONAL LICENSE AREA:

A PORTION OF LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS DISK ON THE CENTERLINE OF PARK DRIVE, LYING SOUTHERLY OF SAID LOT 22, BEARING NORTH 49° 35' 00" EAST, A DISTANCE OF 543.23 FEET FROM THE END OF A TANGENT CURVE;
THENCE ALONG SAID CENTERLINE NORTH 49° 35' 00" EAST, A DISTANCE OF 174.82 FEET;
THENCE DEPARTING THE CENTERLINE OF PARK DRIVE, NORTH 40° 30' 11" WEST A DISTANCE OF 479.31 FEET TO A POINT;
THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 22.92 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 1.46 FEET;
THENCE SOUTH 61° 16' 10" WEST, A DISTANCE OF 7.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 61° 16' 10" WEST, A DISTANCE OF 10.50 FEET;
THENCE NORTH 28° 43' 50" WEST, A DISTANCE OF 9.17 FEET;

(Exhibit B continues on the following page)

THENCE NORTH 61° 16' 10" EAST, A DISTANCE OF 10.50 FEET;

THENCE SOUTH 28° 43' 50" EAST, A DISTANCE OF 9.17 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 96 SQUARE FEET OR 0.0022 ACRES OF LAND MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS LOT 22, OF STANFORD RANCH PHASE II, UNIT 1 AND 2, RECORDED IN BOOK Q OF MAPS, PAGE 30, RECORDS OF PLACER COUNTY, IN THE CITY OF ROCKLIN, STATE OF CALIFORNIA FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ABOVE DESCRIBED PARCEL.

RESOLUTION NO. 99-352

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A
COMMUNICATIONS SITE LICENSE AGREEMENT
(Sprint Spectrum, Limited Partnership/Twin Oaks Park)

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Communications Site License Agreement (Spectrum, Limited Partnership/Twin Oaks Park), in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 14th day of October, 1999, by the following roll call vote:

AYES:	Councilmembers:	Magnuson, Hill, Lund, Yorde,Cullivan
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Connie Cullivan, Mayor

ATTEST:

City Clerk

e:/clerk/reso/spectrum/(bei)/10/15/99

Recording Requested by
and Return to:

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

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 1999-0102669
Tuesday, NOV 30, 1999 11:51:53
NOC $0.00
Ttl Pd $0.00 Nbr-0000257837
rec/R2/1-21

CITY OF ROCKLIN
COMMUNICATIONS SITE LICENSE AGREEMENT
(Sprint Spectrum, L.P. / Twin Oaks Park)

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") dated as of Oct. 14, 1999 is by and between the CITY OF ROCKLIN (hereinafter called "City") and Sprint Spectrum L.P., a Delaware Limited Partnership ("Licensee") whose address is 4683 Chabot Drive, Suite 100, Pleasanton, California 94588. The parties hereto agree as follows:

1. **Premises.** City owns the real property legally described in Exhibit "A" commonly known as Twin Oaks Park ("City's Property"). Subject to the following terms and conditions, City licenses to Licensee that portion of City's Property depicted in Exhibit "B", including all necessary and reasonable access rights for installation, operation, and maintenance of Licensee's equipment, structures, and utilities (the "Premises").

2. **Use.**

A. The Premises may be used by Licensee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities, subject to the terms and conditions of this License.

B. Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders now or later in effect.

C. City agrees, at no expense to City, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

D. The terms and conditions in this License are offered solely to Licensee as an inducement to execute the License for the Premises. City would not necessarily license the Premises to another licensee on such favorable terms and conditions, it being understood that City is specifically relying on the identity of Licensee in agreeing to the terms and conditions in this License. Licensee acknowledges that the License terms and conditions are for Licensee's benefit only so long as Licensee operates the business allowed by this License. But for the previously stated reasons, City would not enter into this License. Therefore, Licensee shall not voluntarily, involuntarily, or by operation of laws, sublet all or any part of the Premises or allow it to be sublet, occupies, or used by any person or entity other than Licensee except as otherwise permitted under section 13.

3. **Conditions Precedent.** This License is conditioned upon Licensee obtaining all governmental permits and approvals enabling Licensee to construct and operate mobile/wireless communications facilities on the Premises.

4. **Term.** This License is binding and in effect upon full execution by City and Licensee. The term of this License ("Term") shall be five (5) years commencing 60 days after Licensee has obtained all permits and approvals necessary to construct and operate Licensee's Facilities on the Premises. ("Commencement Date"). Licensee shall have the right to extend the Term of this License for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the Rent shall be increased as set forth in Section 5. This License shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies City in writing of Licensee's intention not to extend this License at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. **Rent.**

A. In consideration of the rights granted by this License, upon the Commencement Date and throughout the initial Term of this License, Licensee shall pay City the sum of Ten Thousand and 00/100 dollars ($10,000.00) per year as rent ("Rent"). Rent shall be payable on the Commencement Date, in advance. and on each anniversary of the Commencement Date thereafter to City at the address specified in Section 19 below.

B. If the Rent is not received by City on or before the thirtieth (30th) day following the due date, it shall be deemed delinquent. If the Rent is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge at the rate of five percent (5%) of the overdue amount, without limitation to City's other rights and remedies under this License.

C. If the Term of this License is extended as provided in Section 4, Rent for each year of each Renewal Term shall be increased at the inception of the Renewal Term by an amount equal to fifteen percent (15%) of the annual Rent in effect in the immediately preceding five-year term of the License.

6. Improvements; Access.

A. Licensee shall have the right (but not the obligation) at any time following the full execution of this License and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the construction of Licensee's Facilities. During any Tests or pre-construction work, Licensee will have in effect the insurance required in Section 12, Insurance. Licensee will notify City of any proposed Tests or pre-construction work and will coordinate the scheduling of same with City. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify City and this License will terminate.

B. Subject to all terms and conditions of this License, Licensee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and structures, ("Licensee's Facilities") and ballfield lights, as specifically identified on the attached Exhibit B. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, except that any change to the Licensee's Facilities affecting the visual appearance of the site, any modification of equipment which places an additional load on the site electrical system requiring an increase in Licensee's 200 amp service panel size and capacity or any substantial change in Licensee's Facilities shall be prohibited until approved in writing by City, such approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. Notwithstanding the forgoing, Licensee, shall be entitled to exchange and replace equipment and antennas within the Premises provided the physical dimensions of the new equipment or antennas substantially conforms with the previously installed equipment.

C. As part of the installation of Licensee's Facilities, Licensee shall install electrical service, at Licensee's expense, including, but not limited to primary power and installation of an emergency back-up power system for Licensee's Facilities. Subject to City's approval of the location, which approval shall not be unreasonably withheld, Licensee shall have the right to place utilities on (or to bring utilities across) City's Property in order to service the Premises and Licensee's Facilities.

D. As part of the installation of Licensee's Facilities, Licensee shall install a fully operational bank of ballfield lights on Licensee's monopole which meet the minimum requirements specified on Exhibit B, subject to final approval by City, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

E. As part of the installation of Licensee's Facilities, Licensee shall provide for extension of electrical service to future ballpark lights, to the extent such extension is shown on Exhibit B.

F. Licensee shall commence and diligently pursue all of the construction and installation work described in this section 6 so as to fully complete said work within 180 days of the Commencement Date.

G. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner.

H. Title to Licensee's Facilities installed or placed on the Premises by Licensee shall be held by Licensee. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License, except those portions of Licensee's Facilities which are fully integrated into City owned property and ballfield lighting system. It is the intent of the parties that electrical service and lighting for park facilities, including but not limited to park ballfield lighting, shall be a permanent City installation and all electrical service components, panels, conduits, conductors, lights, and all associated structures and buildings shall remain in place upon termination of this License and title to same shall revert to the City of Rocklin. City shall take title to said facilities in their then existing "AS-IS, WHERE-IS" condition, without representation or warranty from Licensee. All of Licensee's communication equipment shall at all times be and remain Licensee's personal property, not be considered fixtures, and in no event shall any part of Licensee's communications equipment be deemed or considered "integrated into city owned property."

I. City shall provide access to Licensee, Licensee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. City represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises. Licensee's exercise of such rights shall not cause undue inconvenience to City.

J. City shall maintain all existing access pathways from the nearest public roadway to the Premises in a manner sufficient to allow access. City shall be responsible for maintaining and repairing such access pathways, at its sole expense, except for any damage caused by Licensee's use of such access pathways. If Licensee causes any such damage, it shall promptly repair same.

K. Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities. City shall fully and promptly pay for, and Licensee shall have no responsibility for payment of, utilities used by City for operation of the ball field lights, or otherwise.

7. Interference with Communications. Licensee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on City's Property on the date of this License ("Pre-existing Communications"), and Licensee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). City shall not permit the use of or any activity upon any portion of City's Property in a way which interferes with the communications operations of Licensee described in Section 2, above. Such interference with Licensee's communications operations shall be deemed a material breach by City, and City shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Licensee, and therefore, Licensee shall have the right to bring action to enjoin such interference or to terminate the License immediately upon notice to City. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the date of this License shall not be deemed interference.

8. Taxes. Licensee shall pay all taxes assessed against Licensee's Facilities. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is notified that the property interest acquired by Licensee in the Premises under this Agreement may be subject to property taxation as a possessory interest in real property, and Licensee may be subject to the payments of property taxes levied on that interest.

9. Termination. This License may be terminated on thirty (30) days prior written notice as follows:

A. by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan).

B. by Licensee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; however, Licensee shall act with due diligence to obtain and maintain such agreements, licenses, permits, and other approvals;

C. by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

D. by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference; or

E. by Licensee for any reason or for no reason provided Licensee delivers written notice of termination to City prior to the Commencement Date.

F. In the event of a termination of this License, by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference which occurs at any time within the initial Term of this License, Licensee shall be liable for all rent due City through the remainder of the initial Term. The balance due shall be paid within 30 days of the effective date of termination of this license.

G. In the event of a termination of this License for any cause in any term after the initial five year term, except default and failure to cure by City, Licensee shall not receive a refund of any rental amounts paid in advance to City.

10. Destruction of Premises. If the Premises or City's Property is destroyed or damaged so as in Licensee's judgment to hinder its effective use of City's Property, Licensee may elect to terminate this License as of the date of the damage or destruction by so notifying City no more than 45 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this License shall cease as of the date of the damage or destruction. Licensee shall have sixty (60) days from the date it terminates this License to remove its Equipment and all other personal property which it owns from the Premises.

11. Condemnation. If a condemning authority takes all of City's Property, or a portion which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then this License shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, prepaid rent, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance.

A. Licensee shall maintain in full force and effect the following types of insurance in the amounts specified:

1. General Liability. Licensee shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: five million dollars ($5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Licensee, and with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

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

3. Coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the City.

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

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

E. The insurance shall be maintained from the time Licensee's activities first commence through the entire term of this License if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the License or the beginning Licensee's activities.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Licensee's activities.

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

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

F. If Licensee, for any reason, fails to maintain insurance coverage which is required under this License, the failure shall be deemed a material breach and default of this License. If Licensee fails to obtain or maintain any insurance required by this License, City shall have the right to purchase the insurance and Licensee shall reimburse the full cost of such insurance within 30 days of purchase. If Licensee fails to reimburse City for insurance, the amount of unpaid reimbursement shall bear interest at the maximum rate permissible under law until paid.

G. Licensee shall be insured for the activities of all coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Concurrently with the execution of this Agreement, Licensee shall furnish City with fully completed and properly executed certificates of insurance for each type of coverage required. Certificates shall be on forms provided by the City.

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

I. Concurrently with the execution of this Agreement, Licensee shall furnish City with endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City.

J. Licensee shall have the right to self-insure with respect to any of the above insurance only upon receiving written approval of City.

13. Successors and assigns. Licensee may assign this License at any time upon written notice to and approval of City, which approval shall not be unreasonably withheld conditioned or delayed, provided, however, Licensee shall have the right to sublease or assign its rights under this Agreement without consent of City, to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of Licensee. This License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

14. Operation of lights; Maintenance and repairs.

A. Operation and maintenance of ballfield light fixtures located on Licensee's monopole shall be under the exclusive control of City. City shall provide Licensee with not less than 24 hours notice prior to performing any maintenance of the ballfield light fixtures located on Licensee's monopole, except in the event of an emergency situation emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property on the City Property and which requires access to Licensee's monopole, in which case City may enter and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry (and in no event later than twenty-four [24] hours) City gives telephonic and written notice to Licensee of City's entry onto the Premises. City shall limit pole access to maintain only the ballfield lights, shall not operate any equipment or perform any maintenance above the ballfield lights, and shall not access the interior pole raceways or conduits. Licensee shall provide a maintenance procedure manual or other guidelines to City detailing recommended practices and procedures and identifying all potential hazards involved with the routine maintenance of the ballfield light fixtures on Licensee's monopole.

B. City shall maintain and repair City's Property and the ballfield light fixtures at its sole cost and expense. Licensee shall maintain except as provided in section A with respect to maintenance of the ballfield light fixtures, Licensee's Facilities and any of its personal property installed on the Premises and City's Property at its sole cost and expense. Any damage caused by Licensee, its sublessees, licensees, employees, agents or invitees, shall be promptly repaired at the sole cost and expense of Licensee. If Licensee fails to make any required repairs to the Premises or City's Property, City may, at its option, cause such repairs to be made and demand reimbursement from Licensee.

C. Any maintenance or repair work to City's Property shall be coordinated with Licensee and shall be conducted in such a manner so as not to cause any interference with Licensee's Facilities.

15. Environmental indemnification; Hazardous substances.

A. Licensee hereby represents, warrants, covenants and agrees to and with City that all of Licensee's operations or activities upon, or any use or occupancy of the Property by Licensee, or any portion thereof, by Licensee, shall be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substance.

City hereby represents, warrants, covenants and agrees to and with Licensee that all of operations or activities upon, or any use or occupancy of City's Property, or any portion thereof, by City, and any tenant, subtenant, or occupant of the City's Property, or any portion thereof is presently and shall hereafter shall be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, presence or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substance; and that neither City nor (to the best of City's knowledge, after due inquiry) any tenant, subtenant, or occupant of all or any portion of the City's Property, has at any time placed, suffered or permitted the presence of any such Hazardous Substances at, on, under, within, or about the City's Property, or any portion thereof in violation of applicable law.

B. If any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreement entered into because of, or in connection with, hazardous substances brought on to or generated on the City's Property by Licensee, Licensee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement, All costs and expenses of such Remedial Work shall be paid by Licensee including, without limitation, all charges of Licensee's contractors, consultants and engineers and City's reasonable attorney, architect's and/or consultant's fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, City may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to City.

C. "Hazardous Substances" shall include without limitation:

1. Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and in the regulations promulgated pursuant to said laws, all as may be amended from time to time;

2. Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 30, and as may be amended from time to time);

3. Any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or radioactive materials; and such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

16. Indemnity and Mutual Release. City and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the City's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive the termination of this Agreement.

17. Waiver of Incidental and Consequential Damages. Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or City's or Licensee's use of the Premises or City's Property, including any and all losses incurred as a result of City's or Licensee's actions or defaults.

18. Attorneys fees; Litigation costs. If any action at law or in equity is brought to recover any rent or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who

dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

19. Miscellaneous.

A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

B. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

City:	**Licensee:**
City of Rocklin City Manager P.O. Box 1380 3980 Rocklin Road Rocklin, CA 95677	Sprint Spectrum, Limited Partnership 4683 Chabot Drive, Suite 100 Pleasanton, CA 94588 Attn: Regional Director of Site Development Site #FS18XC010

City or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

D. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.

E. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

F. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

G. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.

H. Venue. At City's option, any action by any party to this Agreement shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

I. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this License thereafter.

IN WITNESS WHEREOF, Licensee has caused its duly authorized representative for and on its behalf to execute this License, and the City of Rocklin, a municipal corporation, has caused this License to be executed by its City Manager and attested to by its City Clerk under the authority of Resolution No. 99-352 adopted by the City Council of the City of Rocklin on the 14th day of Oct., 1999, and Licensee has so executed it.

LICENSEE:

Sprint Spectrum, Limited L.P.
Delaware Limited Partnership

By: _____
Name: ~~Mike Todd~~ Lawrence Doherty
Title: Regional Director, Site Development West

Date: 29 October 1999

CITY OF ROCKLIN

By: _____
Carlos Urrutia
City Manager

ATTEST:

By: _____
Sandra Davies, CityClerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Alameda

On October 26, 1999 (DATE), before me, Linda Anderson, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Lawrence Doherty (NAME(S) OF SIGNER(S)),

~~☐ personally known to me - OR -~~ ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LINDA ANDERSON
Commission # 1103318
Notary Public — California
Contra Costa County
My Comm. Expires Jun 26, 2000

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

SPRINT PCS

ATTACHMENT C
TEMPORARY DELEGATION OF APPROVAL AUTHORITY

To : VP, Controller - Sprint PCS

I Mike Todd (Authorizing Name (Print/Type)) West Region Site Development Regional Director (Title)

in accordance with Sprint PCS Financial Policy, paragraph 9.1, do hereby delegate my fiscal approval authority to :

LAWRENCE DOHERTY (Employee Name (Print/Type)) 572-82-4135 (Social Security Number) DIRECTOR, SITE DEVELOPMENT WEST REGION (Title)

for the following department(s):

Department Number(s)
Site Development Department Codes

13244	22709	26209
20400	23000	26300
20409	23009	26309
22200	23600	26433
22209	23609	26409
22400	24200	
22409	24209	
22700	26200	

This delegation is effective for the period 10/26 to 10/26

(not to exceed 30 days) and is necessary due to LA AVP meeting

(reason: e.g. absence, vacation, etc.)

Signature of person receiving temporary delegation — Date 10/25/99

Signature of person whose authority is being delegated — Date 10/25/99

A copy of this completed form should accompany all individual financial commitments or expenditure documentation approved under the above temporary delegation.

State of California)
County of Placer)

On this 29th day of October, 1999, before me S. DAVIES, NOTARY PUBLIC,
(Notary Name and Title)
personally appeared CARLOS A. URRUTIA personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires: 9-21-2001

Signature of Notary Public

(SEAL)

S. DAVIES
Commission # 1153100
Notary Public - California
Placer County
My Comm. Expires Sep 21, 2001

State of California)
County of Placer)

On this _____ day of _____, 19___, before me _____,
(Notary Name and Title)
personally appeared _____
_____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires: _____

_____
Signature of Notary Public

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF CITY'S PROPERTY

City's property of which Premises are a part is legally described as follows:

Lot 22 of Stanford Ranch Phase II Unit 1 and 2 recorded in Book Q of maps page 30.

Commonly known as Twin Oaks Park, City of Rocklin, County of Placer, State of California

EXHIBIT B

SPRINT SPECTRUM L.P.

1. Description Of Premises

The location of the Premises within the City's property together with access, ingress, egress, easements and utilities are more particularly described and depicted on plans prepared by Scientech, 4700 Roseville Road, Suite 205, North Highlands, California 95660. Sheet LS1 dated May 24, 1999, and Sheets A1 and A1-1 dated August 25, 1999, on file with the Rocklin Building Department.

2. Licensee's Facilities

Licensee's facilities are more particularly described and depicted on plans prepared by Scientech, 4700 Roseville Road, Suite 205, North Highlands, California 95660. Sheets A1 through A8, and E1 through E4 inclusive dated August 25, 1999.

3. Incorporation of Plans by Reference

The plans referenced in Sections 1 and 2 above (the "Plans") are hereby incorporated in full into this Agreement.

RESOLUTION NO. 99-352

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A
COMMUNICATIONS SITE LICENSE AGREEMENT
(Sprint Spectrum, Limited Partnership/Twin Oaks Park)

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Communications Site License Agreement (Spectrum, Limited Partnership/Twin Oaks Park), in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 14th day of October, 1999, by the following roll call vote:

AYES:	Councilmembers:	Magnuson, Hill, Lund, Yorde,Cullivan
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Connie Cullivan, Mayor

ATTEST:

City Clerk

The foregoing instrument is a correct copy of the original document on file in this office.
Attest: City Clerk, City of Rocklin

e:/clerk/reso/spectrum/(bei)/10/15/99

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

-

Name of Notary: LINDA ANDERSON

Date Commission Expires: JUNE 26, 2000

Commission Number: 1103318

County of Commission: CONTRA COSTA COUNTY

State of Commission: CALIFORNIA

Manufacturer Number: NNA 1

Place of Execution: AUBURN, CA

Signature: Linda Davies Date: 11-30-99

Firm Name: CITY OF ROCKLIN

916-632-4052

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

dish wireless.™

DISH Wireless L.L.C. SITE ID:

SCSAC00248A

DISH Wireless L.L.C. SITE ADDRESS:

5500 PARK DR.
ROCKLIN, CA 95677

CALIFORNIA - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2022 CALIFORNIA BUILDING CODE (CBC)/2021 IBC
MECHANICAL	2022 CALIFORNIA MECHANICAL CODE (CMC)/2021 UMC
ELECTRICAL	2022 CALIFORNIA ELECTRICAL CODE (CEC)/2020 NEC
RESIDENTIAL	2022 CALIFORNIA RESIDENTIAL CODE (C.R.C.)
PLUMBING	2022 CALIFORNIA PLUMBING CODE (C.P.C.)
ENERGY	2022 CALIFORNIA ENERGY CODE (CALENERGY)
GREEN BUILDING	2022 CALIFORNIA BUILDING STANDARDS CODE (CALGREEN)

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS-1	SITE SURVEY (SPECIFICATIONS PROVIDED BY OTHERS)
A-1	OVERALL AND ENLARGED SITE PLAN
A-2.1	EXISTING & FINAL ELEVATION LAYOUT
A-2.2	ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT LAYOUT
A-4	EQUIPMENT DETAILS (SPECIFICATIONS PROVIDED BY OTHERS)
A-5	EQUIPMENT DETAILS (SPECIFICATIONS PROVIDED BY OTHERS)
A-6	EQUIPMENT DETAILS (SPECIFICATIONS PROVIDED BY OTHERS)
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE (SPECIFICATIONS PROVIDED BY OTHERS)
RF-2	RF PLUMBING DIAGRAM (SPECIFICATIONS PROVIDED BY OTHERS)
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES
ATTACHED	SHELTER AND PAD DESIGN

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

TOWER SCOPE OF WORK:
- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
- INSTALL (1) PROPOSED T-ARM MOUNT (1 PER SECTOR)
- INSTALL PROPOSED JUMPERS
- INSTALL (6) PROPOSED RRUs (2 PER SECTOR)
- INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
- INSTALL (1) PROPOSED HYBRID CABLE

GROUND SCOPE OF WORK:
- INSTALL (1) PROPOSED CMU SHELTER WITH GATES ON A CONCRETE PAD (BRICKS TO BE SPLIT-FACED AND MATCH THE FADED COLOR, ROOF TO BE TILE AND MATCH EXISTING)
- INSTALL (1) PROPOSED ICE BRIDGE
- INSTALL (1) PROPOSED PPC CABINET
- INSTALL (1) PROPOSED EQUIPMENT CABINET
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED TELCO-FIBER BOX
- INSTALL (1) PROPOSED GPS UNIT
- INSTALL (1) PROPOSED FIBER NID (IF REQUIRED)
- INSTALL (1) DOGHOUSE (DESIGNED BY OTHERS)
- INSTALL (1) 277/480V TO 120/240V STEP DOWN TRANSFORMER
- DISH TO UTILIZE SPARE METER SOCKET IN EXISTING SWITCHBOARD AT SHELTER

SITE PHOTO



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF CALIFORNIA
(800) 422-4133
WWW.CALIFORNIA811.ORG

CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

811

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER:	CITY OF ROCKLIN COMMUNITY
ADDRESS:	5484 FIFTH STREET ROCKLIN, CA 95677
TOWER TYPE:	MONOPOLE
TOWER CO SITE ID:	827158
TOWER APP NUMBER:	561099
COUNTY:	PLACER
LATITUDE (NAD 83):	38.810032
LONGITUDE (NAD 83):	-121.263003
ZONING JURISDICTION:	CITY OF ROCKLIN
ZONING DISTRICT:	OA-OPEN AREA
PARCEL NUMBER:	017-360-024
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	PG&E
TELEPHONE COMPANY:	UNKNOWN

PROJECT DIRECTORY

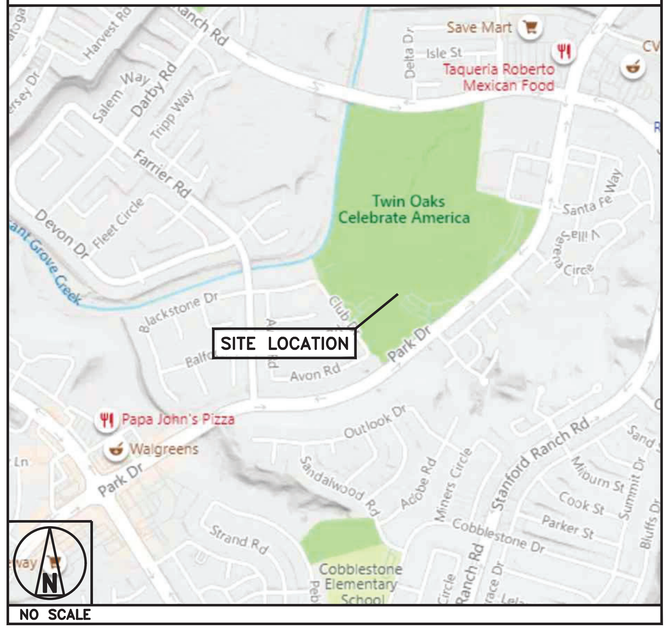
APPLICANT:	DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
TOWER OWNER:	CROWN CASTLE USA INC. 2000 CORPORATE DRIVE CANONSBURG, PA 15317 (877) 486-9377
SITE DESIGNER:	POD 11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 (502) 437-5252
SITE ACQUISITION:	REBECCA QUISENBERRY (949) 945-4588
CONSTRUCTION MANAGER:	LEE NORRIS LEE.NORRIS@DISH.COM
RF ENGINEER:	SHREYA RAI SHREYA.RAI@DISH.COM

DIRECTIONS

DIRECTIONS FROM SACRAMENTO INTERNATIONAL AIRPORT:

TAKE RAMP FOR I-5 S TO EXIT 522 FOR I-80 E
CONTINUE ON I-80 E TO EXIT 106 FOR CA-65 TOWARD LINCOLN
TAKE 308 TOWARDS PLEASANT GROVE BLVD.
MAKE A RIGHT ONTO PLEASANT GROVE BLVD, ROAD NAMES CHANGES TO PARK DR
DESTINATION IS ON THE LEFT PAST FARRIER RD

VICINITY MAP



NO SCALE

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

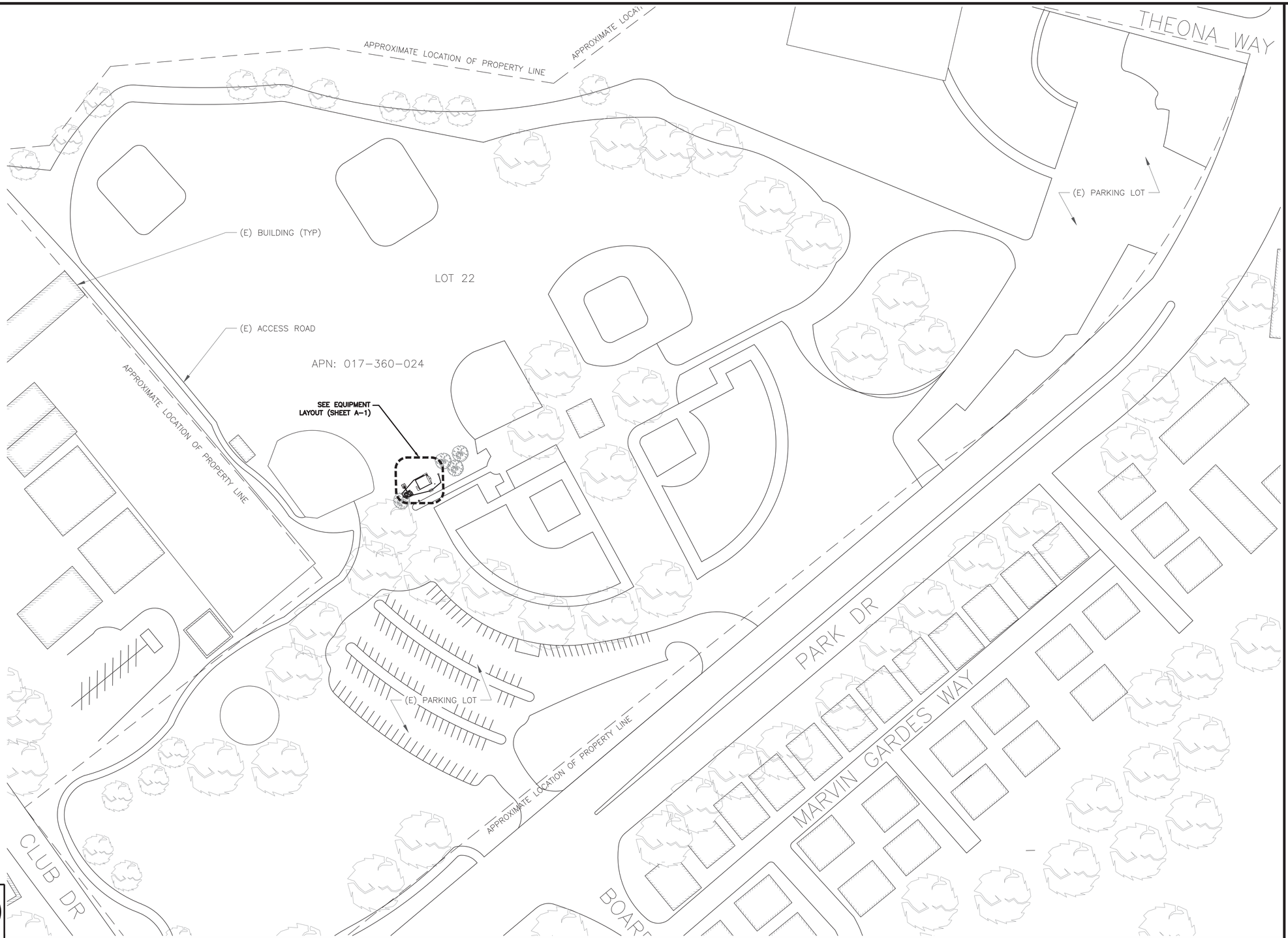
SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621



SITE SURVEY

64' 32' 0 64' 128'
1/64"=1'-0"

1

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

FOR REFERENCE PURPOSES ONLY

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

SITE SURVEY

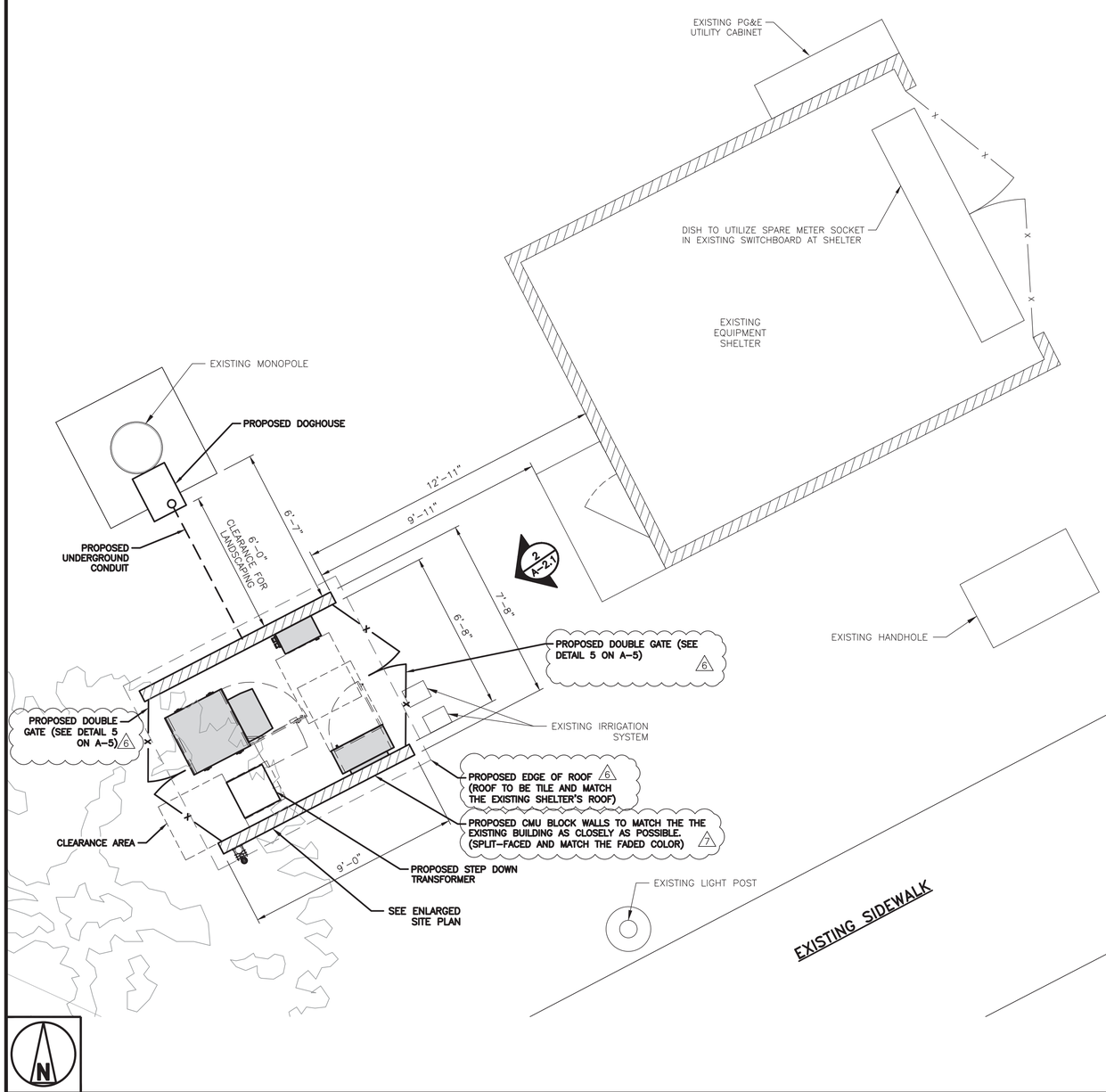
SHEET NUMBER

LS-1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
3. THE GROUND LEASE DOES NOT SPECIFY OUR UTILITY RIGHTS. "PWR" AND "FBR" PATH DEPICTED ON A-1 AND E-1 ARE BASED ON BEST AVAILABLE INFORMATION INCLUDING BUT NOT LIMITED TO FIELD VERIFICATION, PRIOR PROJECT DOCUMENTATION AND OTHER REAL PROPERTY RIGHTS DOCUMENTS. WHEN INSTALLING THE UTILITIES PLEASE LOCATE AND FOLLOW EXISTING PATH. IF EXISTING PATH IS NOT AN OPTION, PLEASE NOTIFY CROWN CASTLE REAL ESTATE AS FURTHER COORDINATION MAY BE NEEDED.



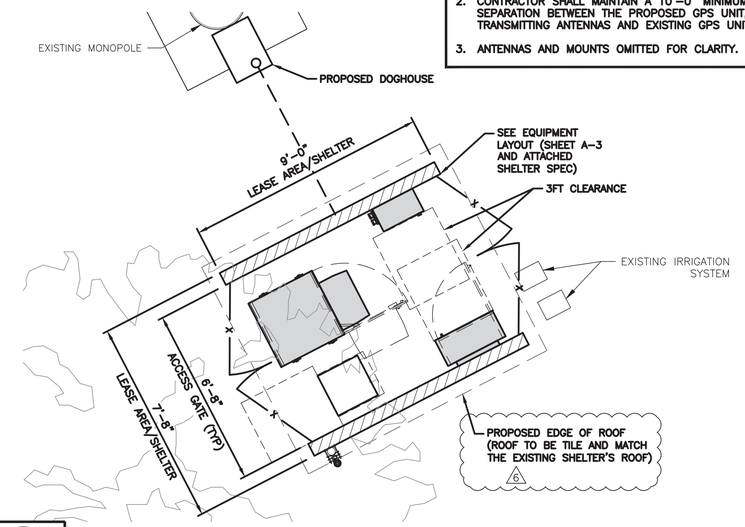
OVERALL SITE PLAN

12" 6" 0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

1

NOTES

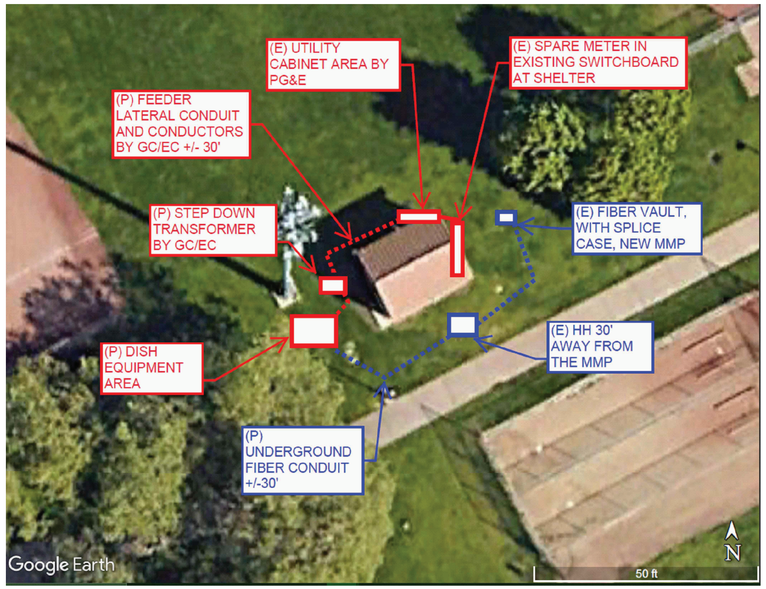
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



ENLARGED SITE PLAN

12" 6" 0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

2



AERIAL UTILITY ROUTE

NO SCALE

3

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

OVERALL AND ENLARGED SITE PLAN

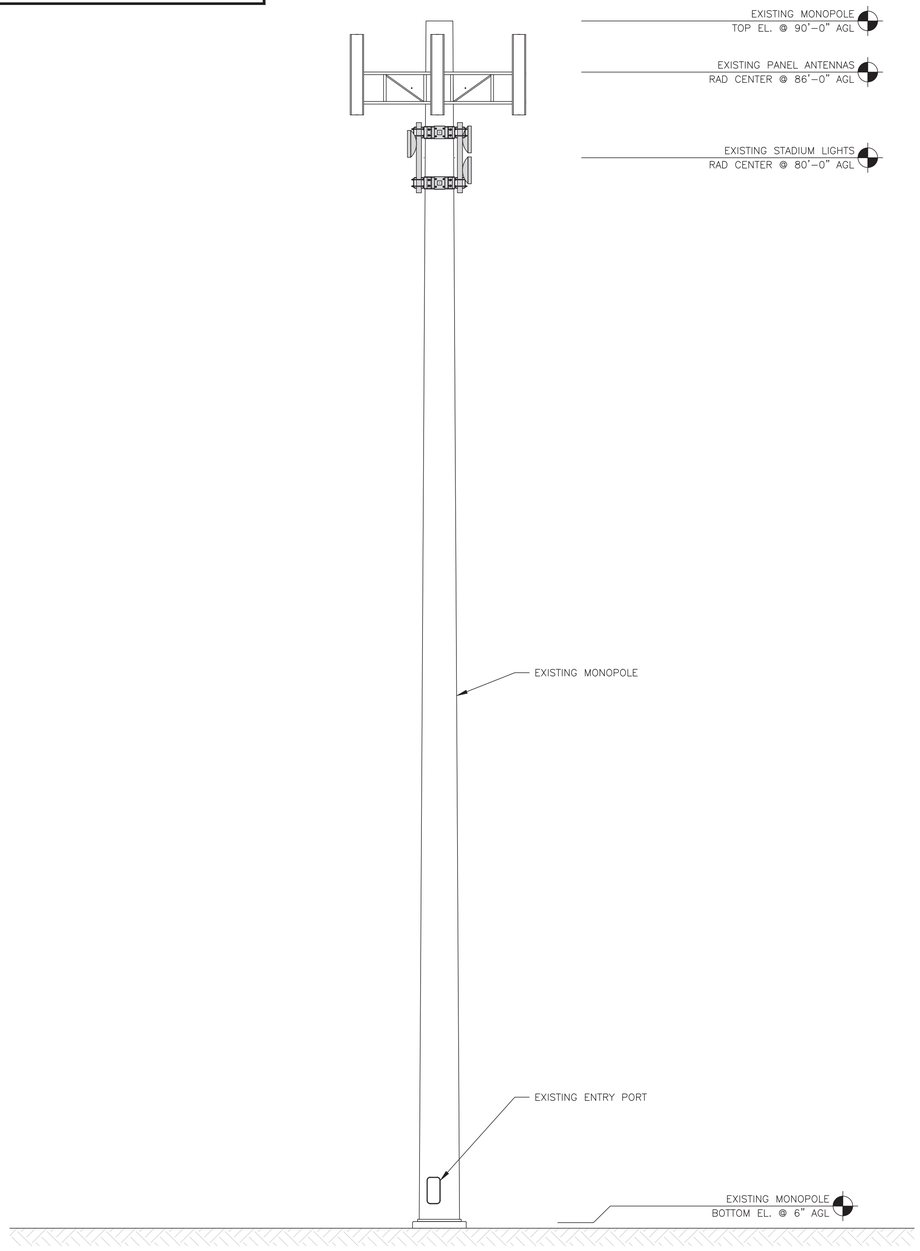
SHEET NUMBER

A-1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

NOTES

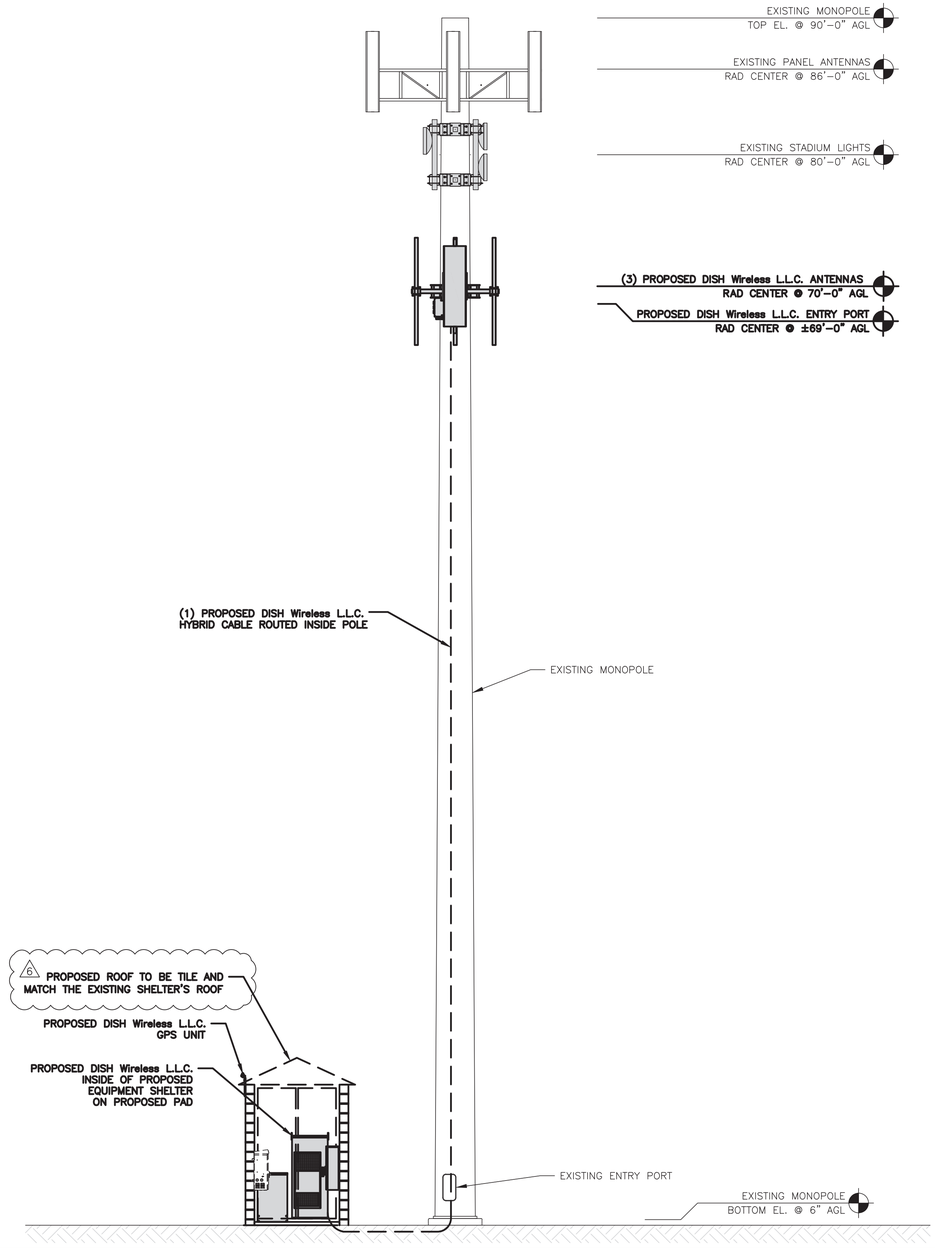
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



EXISTING EAST ELEVATION

6' 4' 2' 0 5' 10'
3/16"=1'-0"

1



PROPOSED EAST ELEVATION

6' 4' 2' 0 5' 10'
3/16"=1'-0"

2

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

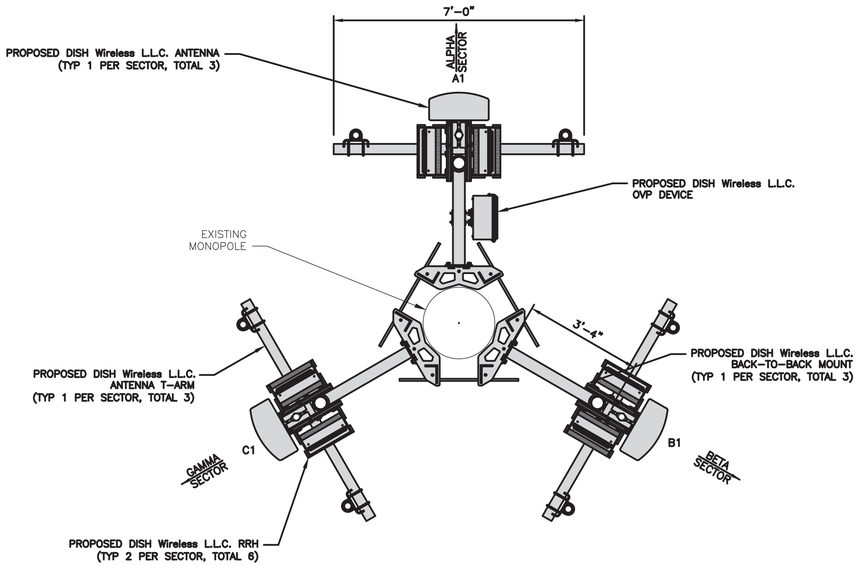
SHEET TITLE

ELEVATIONS

SHEET NUMBER

A-2.1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621



ANTENNA LAYOUT

12" 6" 0 1' 2' 3'
3/4"=1'-0"

1

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JMA WIRELESS MX08FRO665-21	5G	72.0" x 20.0"	0°	70'-0"	(1) HIGH-CAPACITY HYBRID CABLE (118'-0" LONG)
BETA	B1	PROPOSED	JMA WIRELESS MX08FRO665-21	5G	72.0" x 20.0"	120°	70'-0"	
GAMMA	C1	PROPOSED	JMA WIRELESS MX08FRO665-21	5G	72.0" x 20.0"	240°	70'-0"	

SECTOR	POSITION	RRH		
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY	BAND
ALPHA	A1	FUJITSU – TA08025-B604	5G	N71 N29
	A1	FUJITSU – TA08025-B605	5G	N70 N66
BETA	B1	FUJITSU – TA08025-B604	5G	N71 N29
	B1	FUJITSU – TA08025-B605	5G	N70 N66
GAMMA	C1	FUJITSU – TA08025-B604	5G	N71 N29
	C1	FUJITSU – TA08025-B605	5G	N70 N66

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

2

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

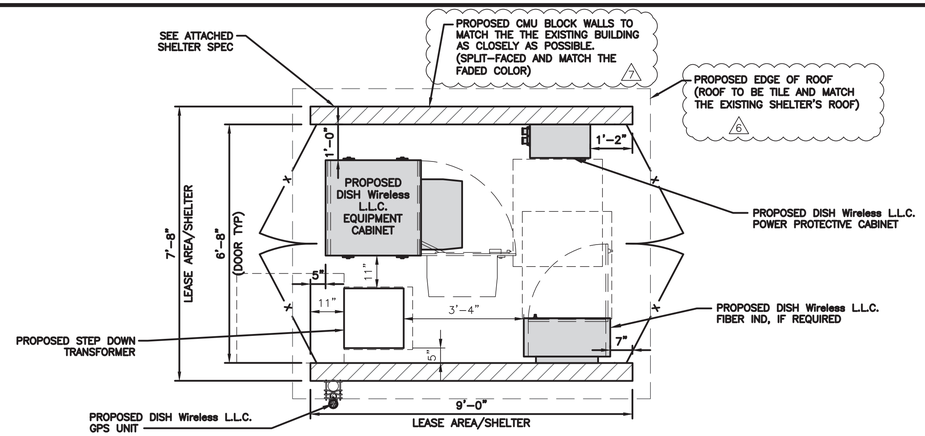
SHEET TITLE

ANTENNA LAYOUT AND SCHEDULE

SHEET NUMBER

A-2.2

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621



CONCRETE PAD EQUIPMENT PLAN

12" 6" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

1

NO SCALE 2

NO SCALE 3

TYPICAL OUTDOOR EQUIPMENT TO CONCRETE SLAB ANCHORAGE

NO SCALE 4

NO SCALE 5

NOT USED

NO SCALE 6

NOTES

1. EQUIPMENT CABINET OMITTED FOR CLARITY

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER
827158

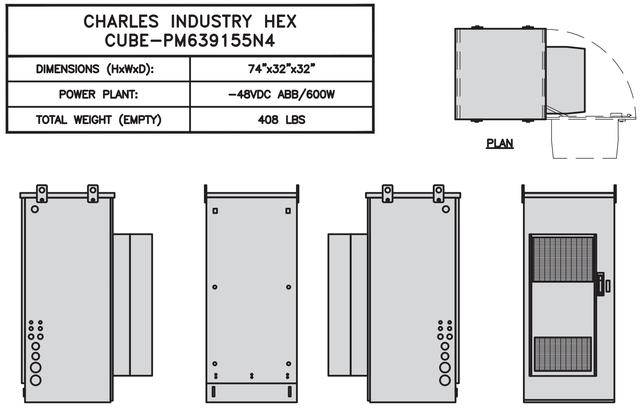
DISH Wireless L.L.C.
PROJECT INFORMATION
SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE
EQUIPMENT PAD AND H-FRAME DETAILS

SHEET NUMBER
A-3

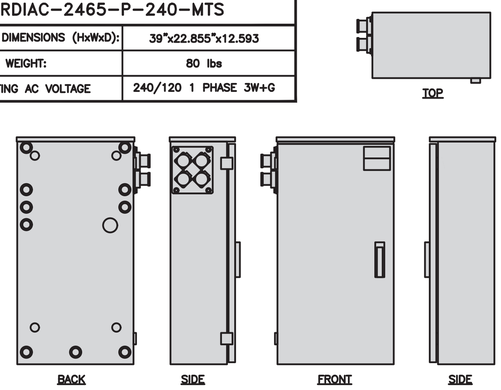
DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

CHARLES INDUSTRY HEX CUBE–PM639155N4	
DIMENSIONS (HxWxD):	74"x32"x32"
POWER PLANT:	–48VDC ABB/600W
TOTAL WEIGHT (EMPTY)	408 LBS



CABINET DETAIL | NO SCALE | 1

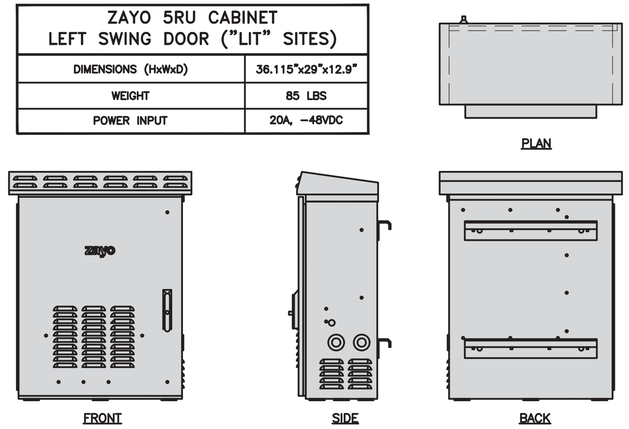
RAYCAP PPC RDIAC–2465–P–240–MTS	
ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.593
WEIGHT:	80 lbs
OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G



POWER PROTECTION CABINET (PPC) DETAIL | NO SCALE | 2

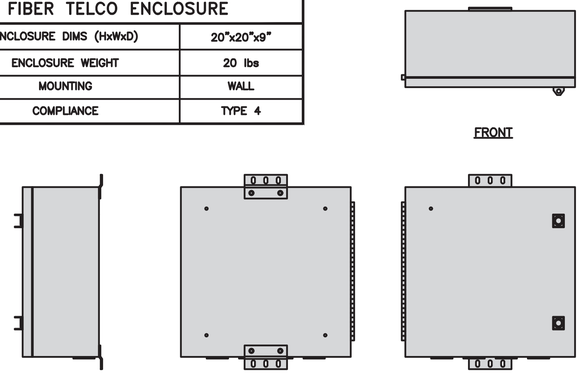
NOT USED | NO SCALE | 3

ZAYO 5RU CABINET LEFT SWING DOOR ("LIT" SITES)	
DIMENSIONS (HxWxD)	36.115"x29"x12.9"
WEIGHT	85 LBS
POWER INPUT	20A, –48VDC



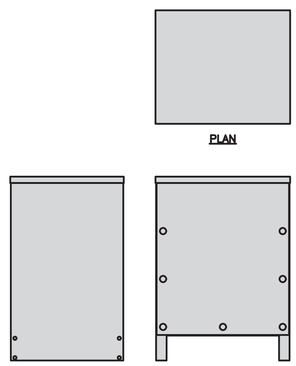
NETWORK INTERFACE UNIT DETAIL | NO SCALE | 5

CHARLES CFIT–PF2020DSH1 FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (HxWxD)	20"x20"x9"
ENCLOSURE WEIGHT	20 lbs
MOUNTING	WALL
COMPLIANCE	TYPE 4



FIBER TELCO ENCLOSURE DETAIL | NO SCALE | 6

SQUARE D 1PH 240X480V–120/240V 37.5KVA TRANSFORMER DRY	
DIMENSIONS (HxWxD)	37"x20"x20"
WEIGHT	340 lbs
PRODUCT	NON–VENTILATED
ENCLOSURE CODE	22E
INSULATION TEMP	428°F
PHASE	1 PHASE
PRIMARY VOLTAGE	480 V DELTA
POWER RATING	37.5kVA
SECONDARY VOLTAGE	240 V DELTA
FULL CAPACITY TAPS	6 2.5 % 2+ 4–
TEMPERATURE RISE	150°C
WINDING MATERIAL	ALUMINIUM



TRANSFORMER DETAIL | NO SCALE | 9

NOTE:

POWER OF DESIGN GROUP, NOR OUR ENGINEER IS RESPONSIBLE FOR DESIGN OR MANUFACTURE OF THE SPECS SHOWN ON THIS SHEET. PLEASE CONTACT THE MANUFACTURE FOR ANY QUESTIONS OR CONCERNS

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

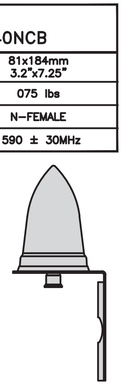
EQUIPMENT DETAILS

SHEET NUMBER

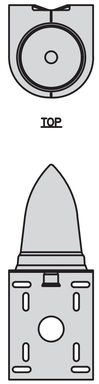
A-4

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

PCTEL GPSGL-TMG-SPI-40NCB	
DIMENSIONS (DIAxH) MM/INCH	81x184mm 3.2"x7.25"
WEIGHT W/ACCESSORIES	075 lbs
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1590 ± 30MHz



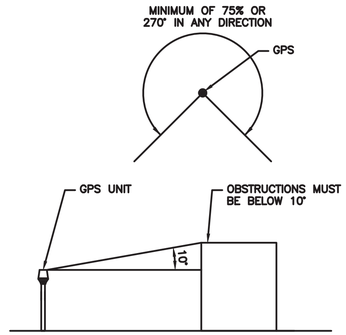
BACK



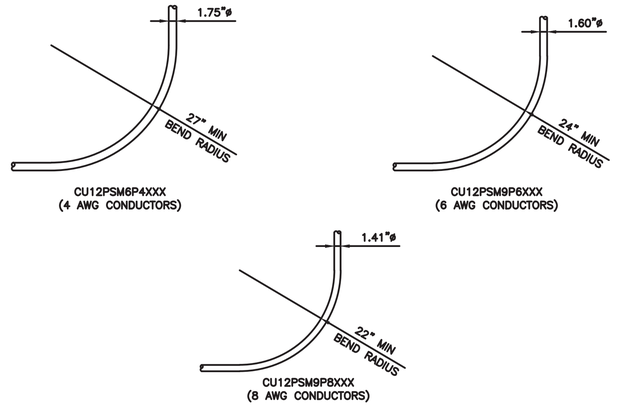
SIDE

TOP

GPS DETAIL — NO SCALE — 1

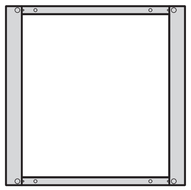


GPS MINIMUM SKY VIEW REQUIREMENTS — NO SCALE — 2



CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUSES — NO SCALE — 3

CHARLES INDUSTRY LT-97-002422 PLINTH KIT	
DIMENSIONS (HxWxD):	6"x 32"x 32"
NOTE: GASKET AND MOUNTING HARDWARE INCLUDED	



PLAN

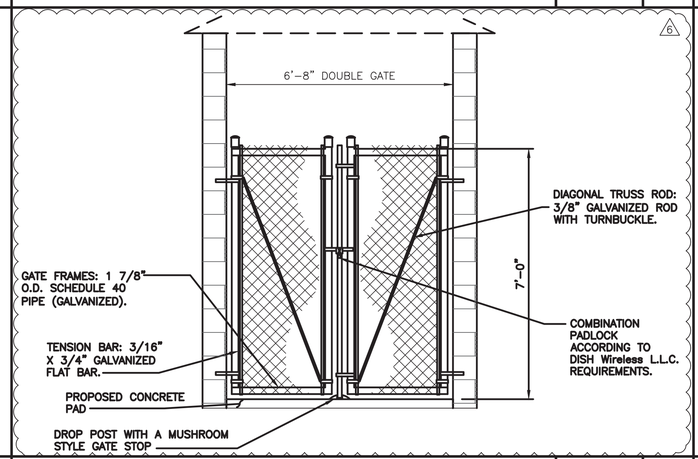


FRONT/BACK



SIDE

CABINET DETAIL — NO SCALE — 4



TYPICAL GATE ELEVATION DETAIL — NO SCALE — 5

NOTE:

POWER OF DESIGN GROUP, NOR OUR ENGINEER IS RESPONSIBLE FOR DESIGN OR MANUFACTURE OF THE SPECS SHOWN ON THIS SHEET. PLEASE CONTACT THE MANUFACTURE FOR ANY QUESTIONS OR CONCERNS

NOT USED — NO SCALE — 6

NOT USED — NO SCALE — 7

NOT USED — NO SCALE — 8

NOT USED — NO SCALE — 9

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

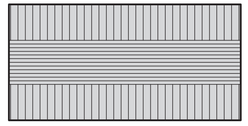
EQUIPMENT DETAILS

SHEET NUMBER

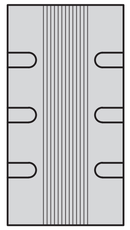
A-5

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

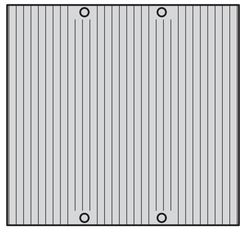
FUJITSU TA08025-B604 RRH	
DIMENSIONS (HxWxD) (KG/IN)	380x400x200/14.9"x15.7"x7.8"
WEIGHT(KG,LB)/ VOLUME	29kg,63.9lb/ 30L
POWER SUPPLY	DC-58~-36V



PLAN



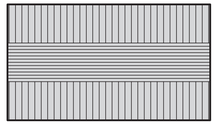
SIDE



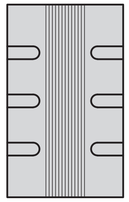
FRONT

REMOTE RADIO HEAD DETAIL | NO SCALE | 1

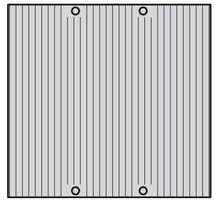
FUJITSU TA08025-B605 RRH	
DIMENSIONS (HxWxD) (KG/IN)	380x400x230/14.9"x15.7"x9.0"
WEIGHT(KG,LB)/ VOLUME	34kg,74.9lb/ 35L
POWER SUPPLY	DC-58~-36V



PLAN



SIDE

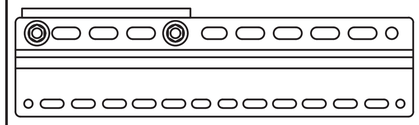


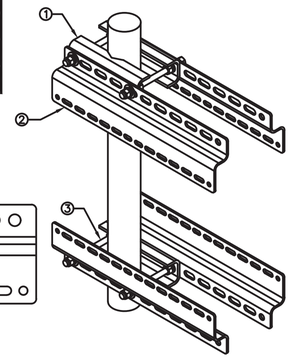
FRONT

REMOTE RADIO HEAD DETAIL | NO SCALE | 2

SABRE DOUBLE Z-BRACKET C10123155	
DIMENSIONS (HxWxD) (1 BRACKET)	5"x20"x1-13/16"
WEIGHT (FULL ASSEMBLY)	35.79 lbs
PACKAGE QUANTITY	4

#	DESCRIPTION
1	PLATE, CHANNEL BRACKET
2	RRH Z BRACKET, 3/16"
3	THREADED ROD ASSEMBLY 1/2"x12"





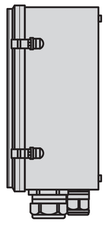
NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

RRH MOUNT DETAIL | NO SCALE | 3

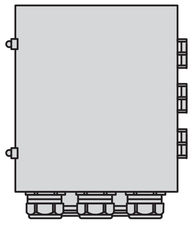
RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION (OVP)	
DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS



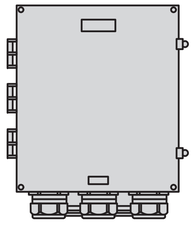
PLAN



SIDE



BACK



FRONT

SURGE SUPPRESSION DETAIL (OVP) | NO SCALE | 4

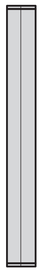
JMA WIRELESS MX08FRO665-21 ANTENNA	
DIMENSIONS (HxWxD)	72.8"x20.0"x8.0"
TOTAL WEIGHT	82.5 LB
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE



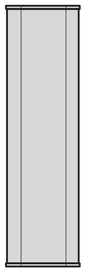
PLAN



BACK



SIDE



FRONT

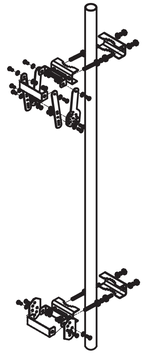
ANTENNA DETAIL | NO SCALE | 5

NOT USED | NO SCALE | 6

JMA ANTENNA MOUNT BRACKET #91900318	
TOTAL WEIGHT (WITH BRACKETS)	18 lbs (8.18 Kg)
POLE DIAMETER RANGE	2.5" TO 4.5"

NOTE:
KIT #91900318: TOP AND BOTTOM BRACKETS FOR 4-,6-, AND 8-FOOT ANTENNAS

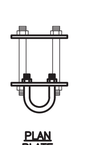
ANTENNA BRACKET NOT PART OF KIT



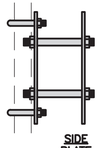
NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

ANTENNA BRACKET DETAIL | NO SCALE | 7

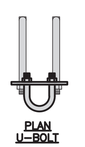
COMMSCOPE XP-2040 CROSSOVER PLATE	
DIMENSIONS (HxW)	10"x12"
WEIGHT	11 lbs



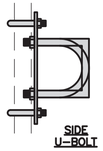
PLAN PLATE



SIDE PLATE

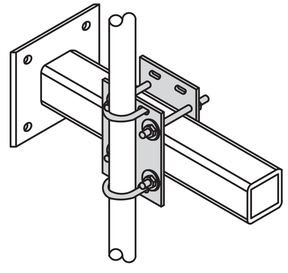


PLAN U-BOLT



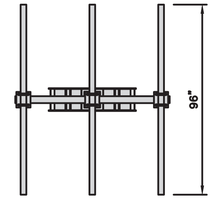
SIDE U-BOLT

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

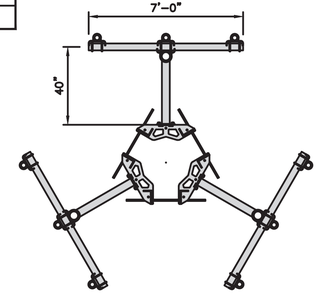


RRH/OVP MOUNT DETAIL | NO SCALE | 8

COMMSCOPE MC-K6MHDX-9-96	
FACE WIDTH	7'-0"
WEIGHT	1203.31 lbs
NOTE: 15" TO 50" O.D.	



NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT



T-ARM MOUNT DETAIL | NO SCALE | 9

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

NOTE:
POWER OF DESIGN GROUP, NOR OUR ENGINEER IS RESPONSIBLE FOR DESIGN OR MANUFACTURE OF THE SPECS SHOWN ON THIS SHEET. PLEASE CONTACT THE MANUFACTURE FOR ANY QUESTIONS OR CONCERNS



07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

EQUIPMENT DETAILS

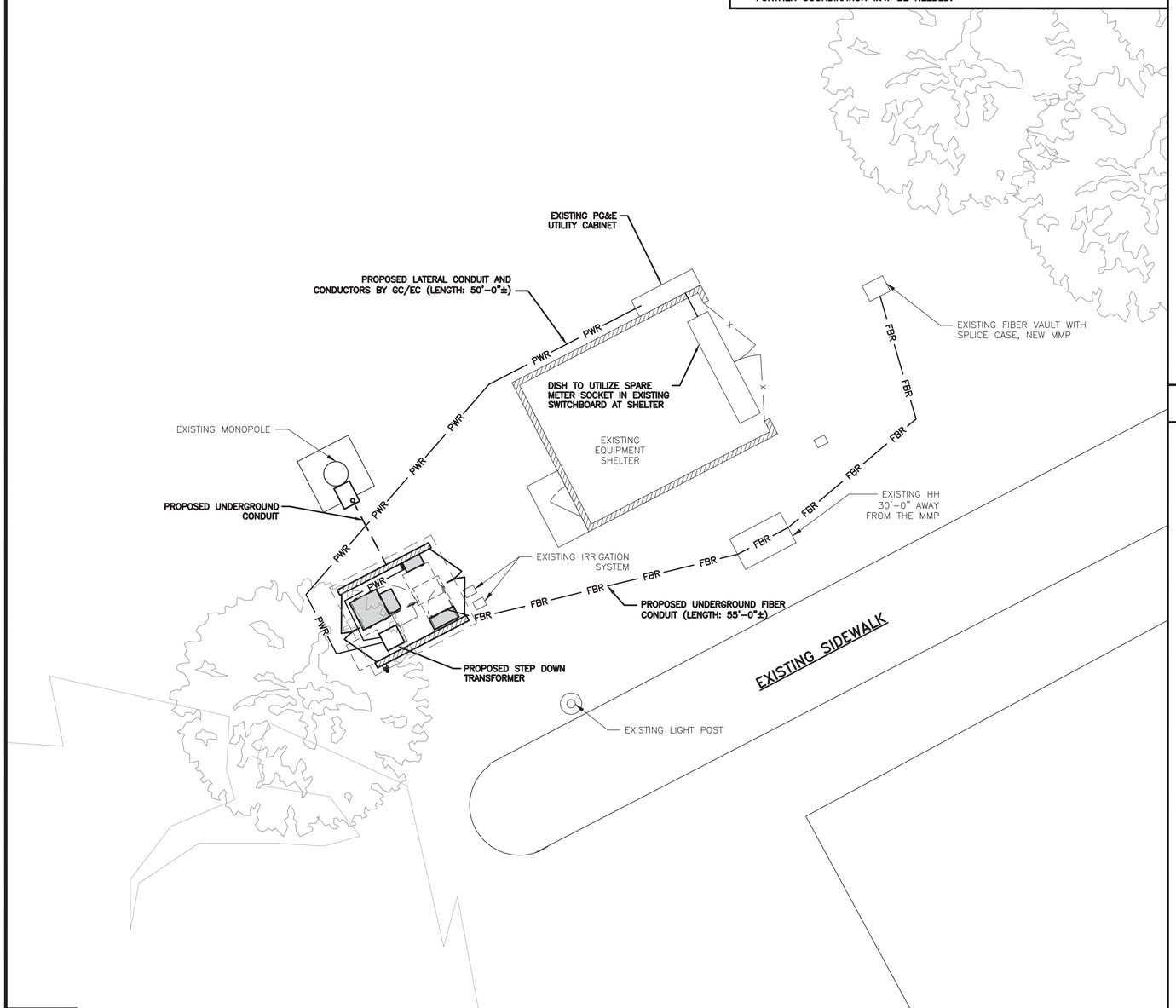
SHEET NUMBER

A-6

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
3. THE GROUND LEASE DOES NOT SPECIFY OUR UTILITY RIGHTS. "PWR" AND "FBR" PATH DEPICTED ON A-1 AND E-1 ARE BASED ON BEST AVAILABLE INFORMATION INCLUDING BUT NOT LIMITED TO FIELD VERIFICATION, PRIOR PROJECT DOCUMENTATION AND OTHER REAL PROPERTY RIGHTS DOCUMENTS. WHEN INSTALLING THE UTILITIES PLEASE LOCATE AND FOLLOW EXISTING PATH. IF EXISTING PATH IS NOT AN OPTION, PLEASE NOTIFY CROWN CASTLE REAL ESTATE AS FURTHER COORDINATION MAY BE NEEDED.



UTILITY ROUTE PLAN

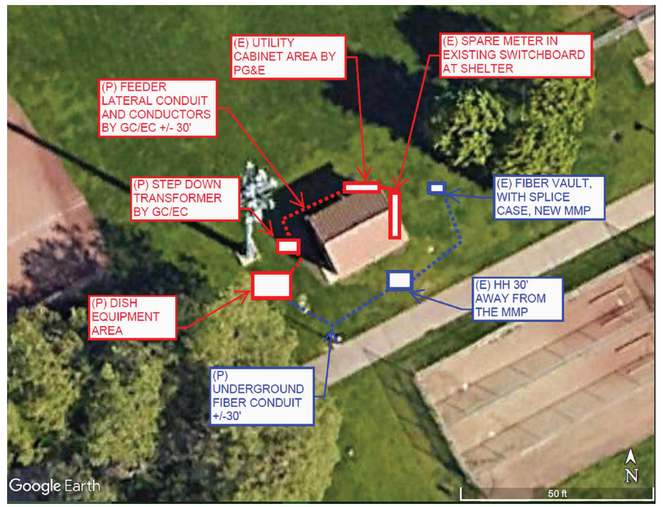
6' 4' 2' 0 5' 10'
3/16"=1'-0"

1

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND TO BE HAND DUG

ELECTRICAL NOTES | NO SCALE | 2



AERIAL UTILITY ROUTE | NO SCALE | 3

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER
827158

DISH Wireless L.L.C.
PROJECT INFORMATION
SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

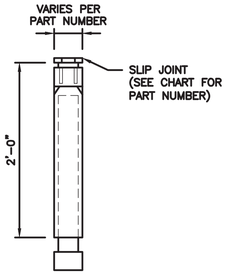
SHEET TITLE
ELECTRICAL/FIBER ROUTE PLAN AND NOTES

SHEET NUMBER
E-1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

CARLON EXPANSION FITTINGS

COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"

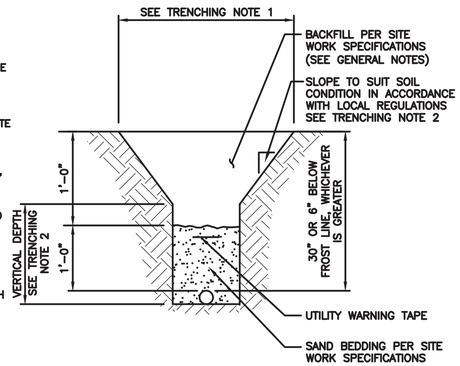


NOTE:
CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.

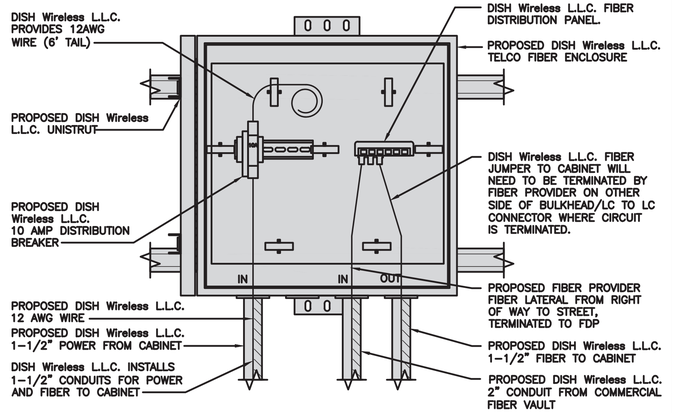
EXPANSION JOINT DETAIL | NO SCALE | 1

TRENCHING NOTES

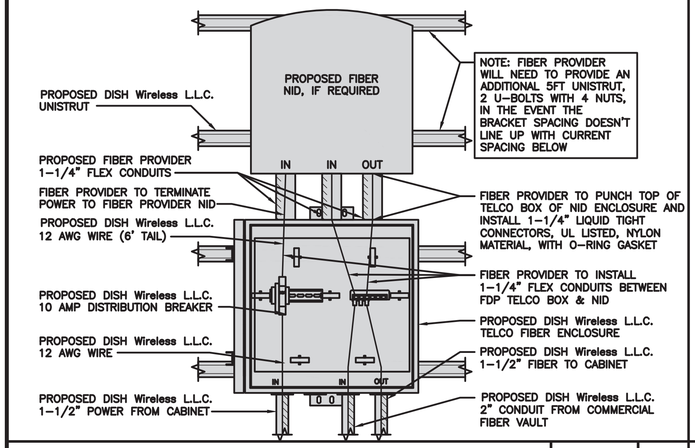
1. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
2. TRENCHING SAFETY; INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
3. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



TYPICAL UNDERGROUND TRENCH DETAIL | NO SCALE | 2



DARK TELCO BOX – INTERIOR WIRING LAYOUT | NO SCALE | 3



LIT TELCO BOX – INTERIOR WIRING LAYOUT (OPTIONAL) | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

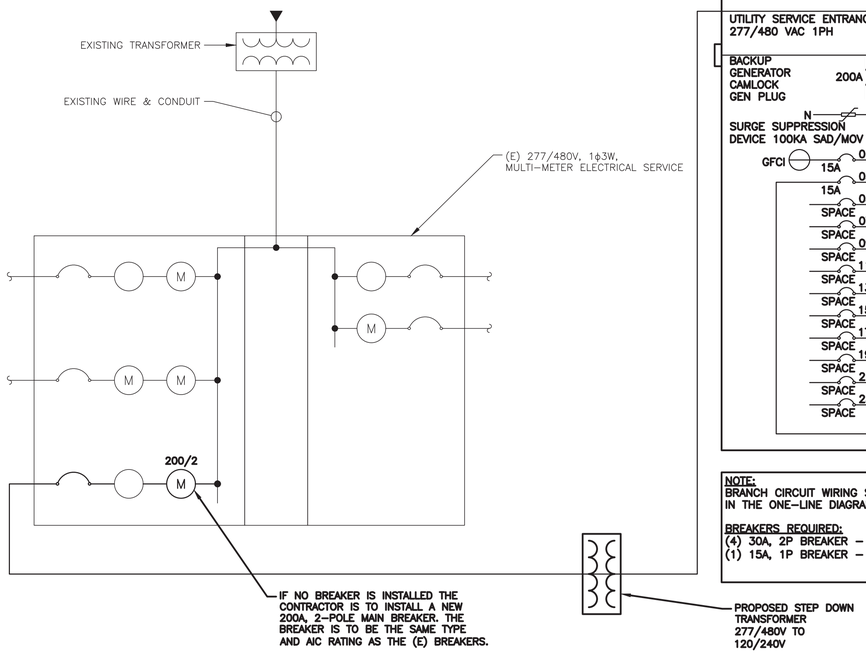
SHEET TITLE

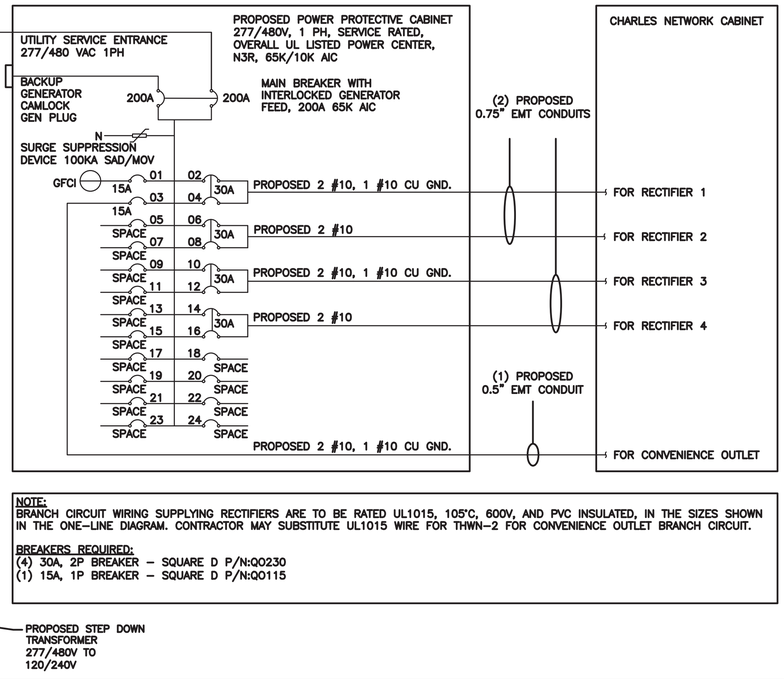
ELECTRICAL DETAILS

SHEET NUMBER

E-2

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621





PROPOSED STEP DOWN
TRANSFORMER
277/480V TO
120/240V

NOTE:
BRANCH CIRCUIT WIRING SUPPLYING RECTIFIERS ARE TO BE RATED UL1015, 105°C, 600V, AND PVC INSULATED, IN THE SIZES SHOWN IN THE ONE-LINE DIAGRAM. CONTRACTOR MAY SUBSTITUTE UL1015 WIRE FOR THWN-2 FOR CONVENIENCE OUTLET BRANCH CIRCUIT.

BREAKERS REQUIRED:
(4) 30A, 2P BREAKER – SQUARE D P/N:QO230
(1) 15A, 1P BREAKER – SQUARE D P/N:QO115

NOTES

THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF 80% PER 2014/17 NEC TABLE 310.15(B)(3)(a) OR 2020 NEC TABLE 310.15(C)(1) FOR UL1015 WIRE.

#12 FOR 15A–20A/1P BREAKER: 0.8 x 30A = 24.0A
#10 FOR 25A–30A/2P BREAKER: 0.8 x 40A = 32.0A
#8 FOR 35A–40A/2P BREAKER: 0.8 x 55A = 44.0A
#6 FOR 45A–60A/2P BREAKER: 0.8 x 75A = 60.0A

CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.
0.5" CONDUIT – 0.122 SQ. IN AREA
0.75" CONDUIT – 0.213 SQ. IN AREA
2.0" CONDUIT – 1.316 SQ. IN AREA
3.0" CONDUIT – 2.907 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN-2, CU.

#10 – 0.0211 SQ. IN X 2 = 0.0422 SQ. IN
#10 – 0.0211 SQ. IN X 1 = 0.0211 SQ. IN <GROUND
TOTAL = 0.0633 SQ. IN

0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (2 CONDUITS): USING UL1015, CU.

#10 – 0.0266 SQ. IN X 4 = 0.1064 SQ. IN
#10 – 0.0082 SQ. IN X 1 = 0.0082 SQ. IN <BARE GROUND
TOTAL = 0.1146 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (5) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.

3/0 – 0.2679 SQ. IN X 3 = 0.8037 SQ. IN
#6 – 0.0507 SQ. IN X 1 = 0.0507 SQ. IN <GROUND
TOTAL = 0.8544 SQ. IN

3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC ONE-LINE DIAGRAM

NO SCALE | 1

PROPOSED CHARLES PANEL SCHEDULE

LOAD SERVED	VOLT AMPS (WATTS) L1	VOLT AMPS (WATTS) L2	TRIP	CKT #	PHASE	CKT #	TRIP	VOLT AMPS (WATTS) L1	VOLT AMPS (WATTS) L2	LOAD SERVED
PPC GFCI OUTLET	180		15A	1	A	2	30A	2880		ABB/GE INFINITY RECTIFIER 1
CHARLES GFCI OUTLET		180	15A	3	B	4			2880	
–SPACE–				5	A	6	30A	2880		ABB/GE INFINITY RECTIFIER 2
–SPACE–				7	B	8			2880	
–SPACE–				9	A	10	30A	2880		ABB/GE INFINITY RECTIFIER 3
–SPACE–				11	B	12			2880	
–SPACE–				13	A	14	30A	2880		ABB/GE INFINITY RECTIFIER 4
–SPACE–				15	B	16			2880	
–SPACE–				17	A	18				–SPACE–
–SPACE–				19	B	20				–SPACE–
–SPACE–				21	A	22				–SPACE–
–SPACE–				23	B	24				–SPACE–
VOLTAGE AMPS	180	180						11520	11520	
200A MCB, 14, 24 SPACE, 277/480V			L1		L2					
MB RATING: 65,000 AIC			11700		11700		VOLTAGE AMPS			
			98		98		AMPS			
			98				MAX AMPS			
			123				MAX 125%			
			23.52				MAX KVA			
			29.4				MAX KVA 125%			

PANEL SCHEDULE

NO SCALE | 2

NOT USED

NO SCALE | 3

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

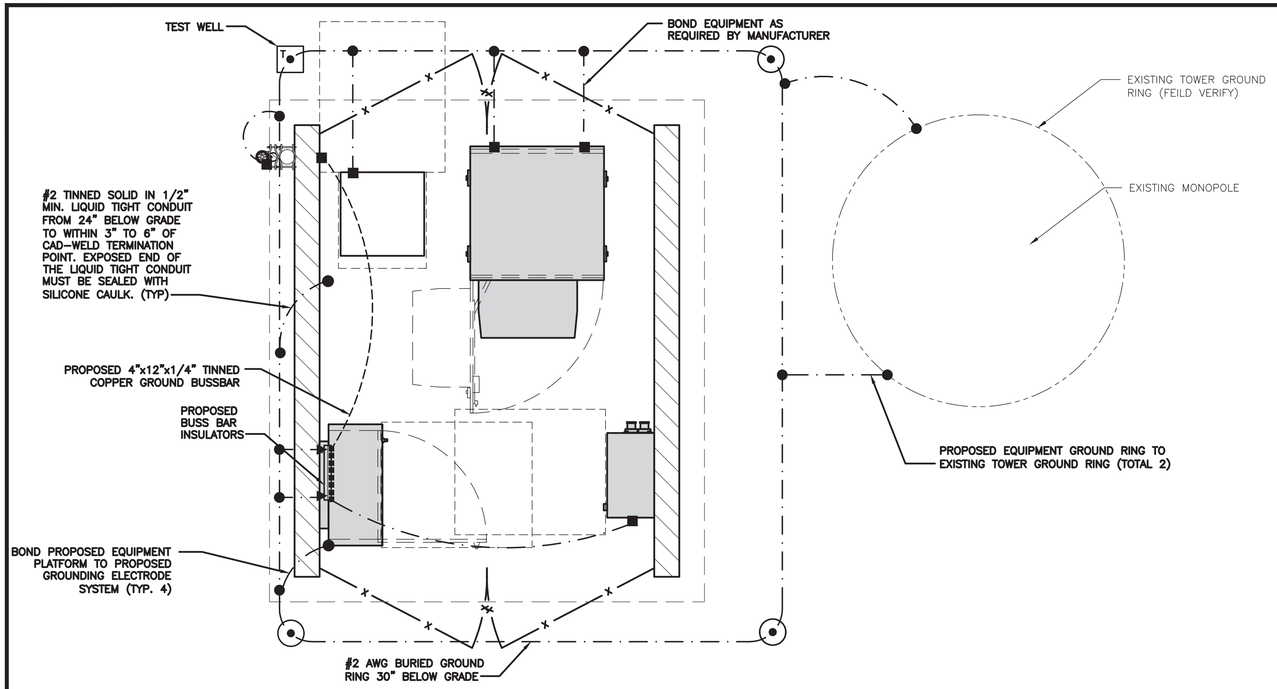
A&E PROJECT NUMBER
827158

DISH Wireless L.L.C.
PROJECT INFORMATION
SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE
ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE

SHEET NUMBER
E-3

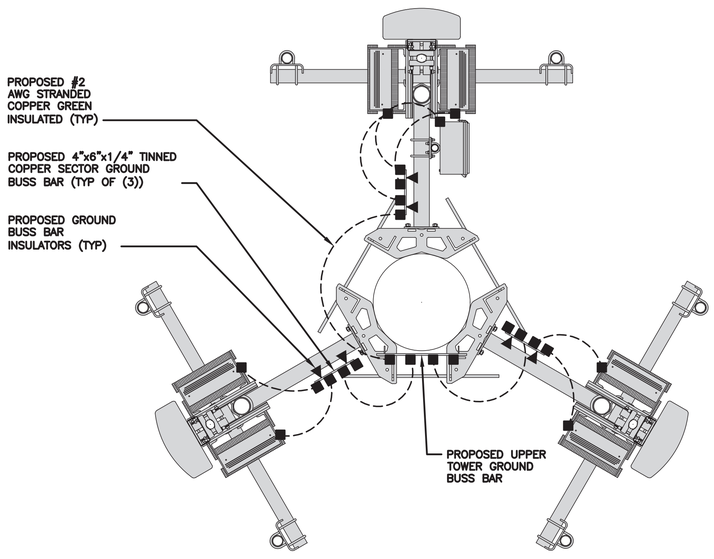
DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621



TYPICAL EQUIPMENT GROUNDING PLAN — NO SCALE — 1

NOTES

ANTENNAS AND OVP SHOWN ARE GENERIC AND NOT REFERENCING TO A SPECIFIC MANUFACTURER. THIS LAYOUT IS FOR REFERENCE PURPOSES ONLY



TYPICAL ANTENNA GROUNDING PLAN — NO SCALE — 2

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- GROUND BUS BAR
- GROUND ROD
- TEST GROUND ROD WITH INSPECTION SLEEVE
- #6 AWG STRANDED & INSULATED
- #2 AWG SOLID COPPER TINNED
- BUSS BAR INSULATOR

GROUNDING LEGEND

1. GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
2. CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH Wireless L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
3. ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

(A) EXTERIOR GROUND RING: #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.

(B) TOWER GROUND RING: THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.

(C) INTERIOR GROUND RING: #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.

(D) BOND TO INTERIOR GROUND RING: #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.

(E) GROUND ROD: UL LISTED COPPER CLAD STEEL. MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.

(F) CELL REFERENCE GROUND BAR: POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.

(G) HATCH PLATE GROUND BAR: BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CRGB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.

(H) EXTERIOR CABLE ENTRY PORT GROUND BARS: LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.

(I) TELCO GROUND BAR: BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.

(J) FRAME BONDING: THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENTS METAL FRAMEWORK.

(K) INTERIOR UNIT BONDS: METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.

(L) FENCE AND GATE GROUNDING: METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.

(M) EXTERIOR UNIT BONDS: METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING. USING #2 TINNED SOLID COPPER WIRE

(N) ICE BRIDGE SUPPORTS: EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.

(O) DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR

(P) TOWER TOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT COLLAR.

REFER TO DISH Wireless L.L.C. GROUNDING NOTES.

GROUNDING KEY NOTES — NO SCALE — 3

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

GROUNDING PLANS AND NOTES

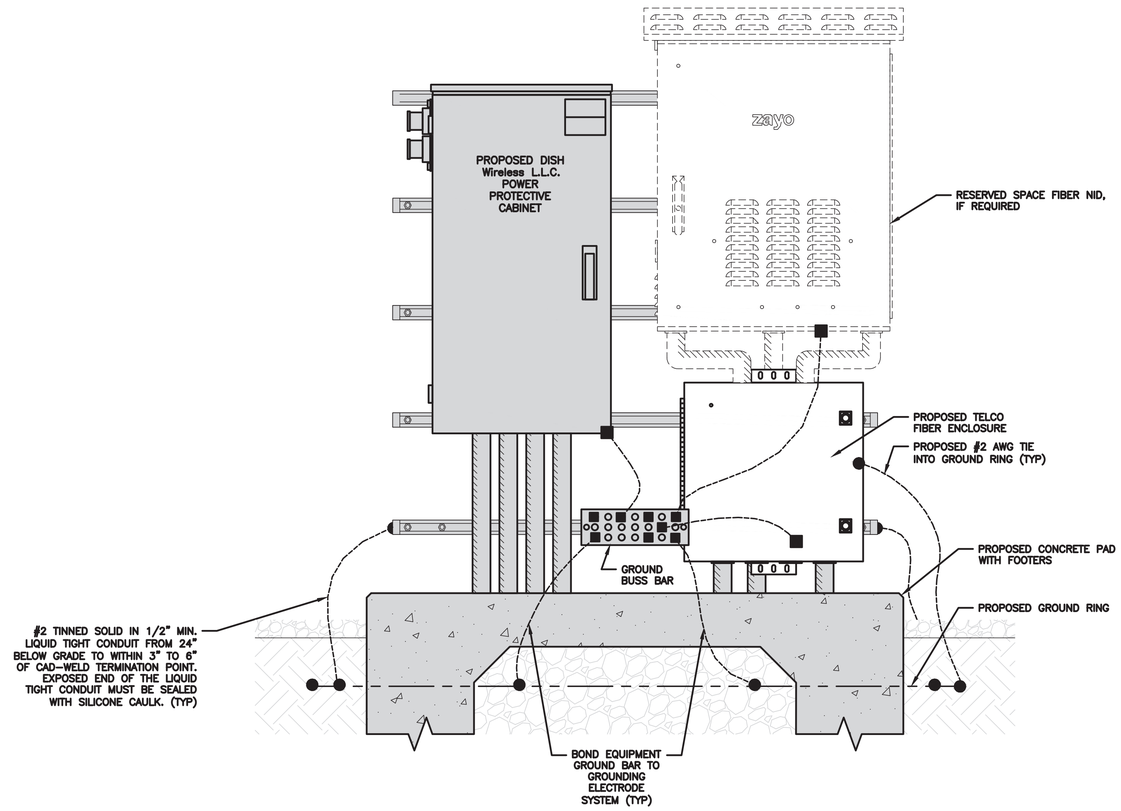
SHEET NUMBER

G-1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

NOTES

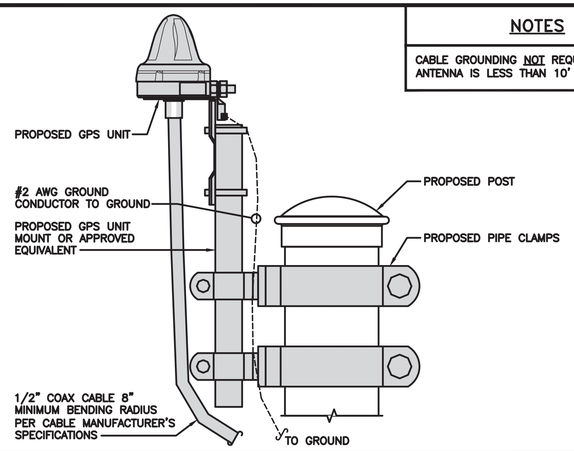
EQUIPMENT CABINET OMITTED FOR CLARITY



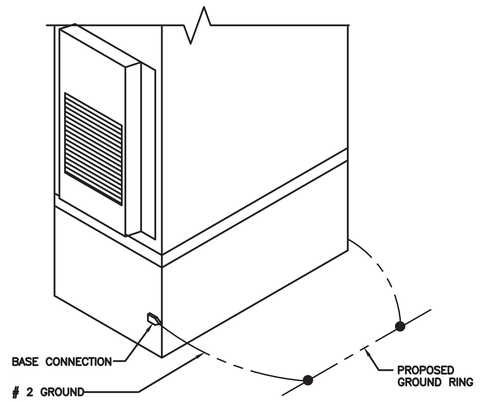
H-FRAME GROUNDING DETAIL | NO SCALE | 1

NOTES

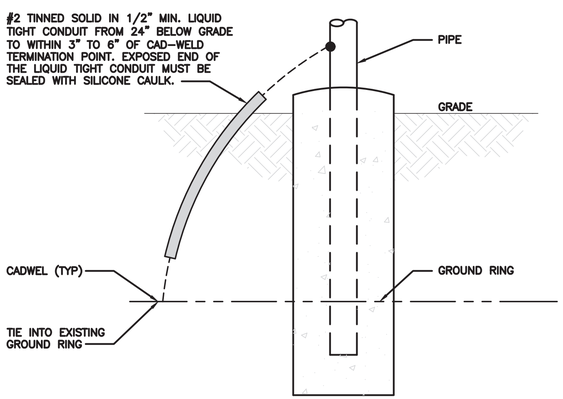
CABLE GROUNDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 10' FROM CABINET



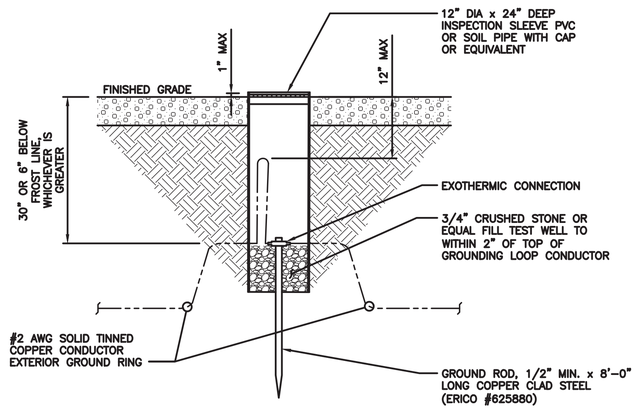
TYPICAL GPS UNIT GROUNDING | NO SCALE | 2



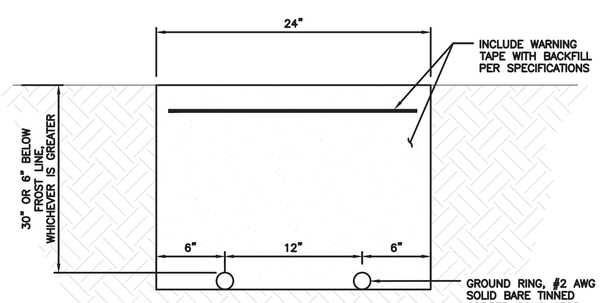
OUTDOOR CABINET GROUNDING | NO SCALE | 3



TRANSITIONING GROUND DETAIL | NO SCALE | 4



TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE | NO SCALE | 5



TYPICAL GROUND RING TRENCH | NO SCALE | 6

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK HOWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

GROUNDING DETAILS

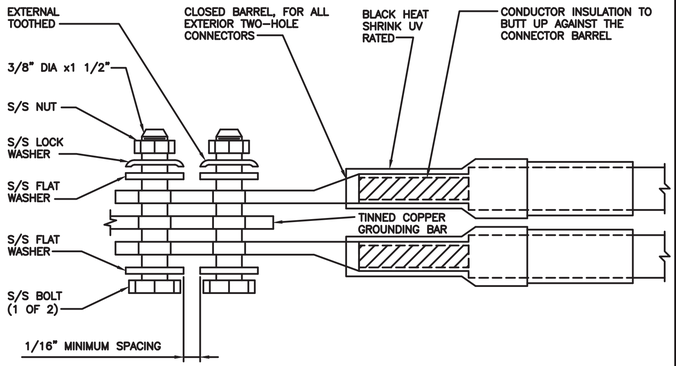
SHEET NUMBER

G-2

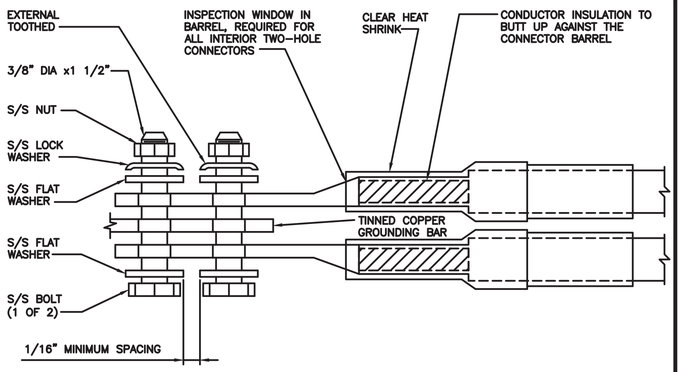
DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

1. EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
8. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).

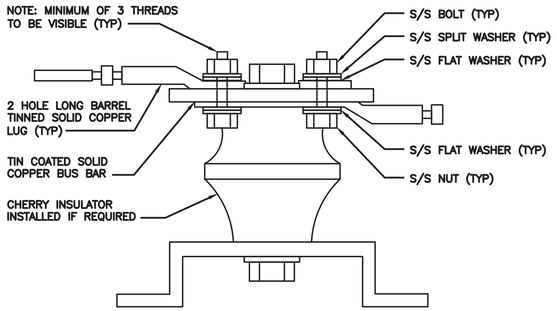
TYPICAL GROUNDING NOTES | NO SCALE | 1



TYPICAL EXTERIOR TWO HOLE LUG | NO SCALE | 2



TYPICAL INTERIOR TWO HOLE LUG | NO SCALE | 3



LUG DETAIL | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER
827158

DISH Wireless L.L.C.
PROJECT INFORMATION
SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-3

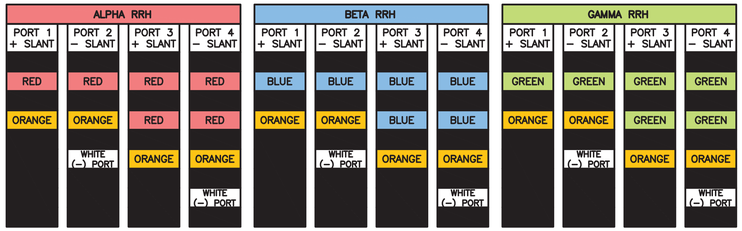
DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

RF JUMPER COLOR CODING

3/4" TAPE WIDTHS WITH 3/4" SPACING

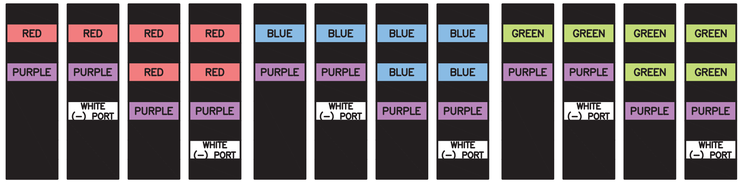
LOW-BAND RRH –
(600MHz N71 BASEBAND) +
(850MHz N26 BAND) +
(700MHz N29 BAND) – OPTIONAL PER MARKET

ADD FREQUENCY COLOR TO SECTOR BAND
(CBRS WILL USE YELLOW BANDS)



MID-BAND RRH –
(AWS BANDS N66+N70)

ADD FREQUENCY COLOR TO SECTOR BAND
(CBRS WILL USE YELLOW BANDS)

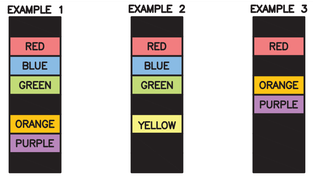


HYBRID/DISCREET CABLES

INCLUDE SECTOR BANDS BEING SUPPORTED
ALONG WITH FREQUENCY BANDS

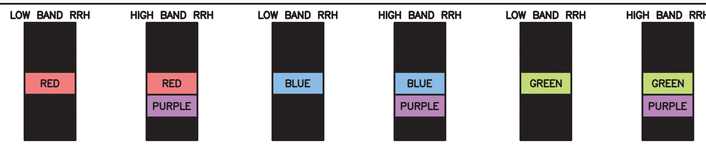
EXAMPLE 1 – HYBRID, OR DISCREET, SUPPORTS
ALL SECTORS, BOTH LOW-BANDS AND MID-BANDS

EXAMPLE 2 – HYBRID, OR DISCREET, SUPPORTS
CBRS ONLY, ALL SECTORS



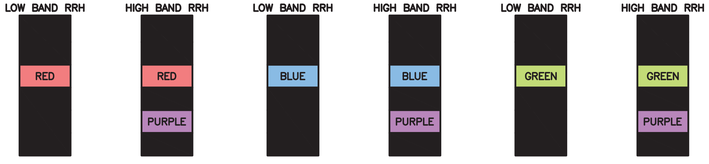
FIBER JUMPERS TO RRHs

LOW-BAND RRH FIBER CABLES HAVE SECTOR
STRIPE ONLY

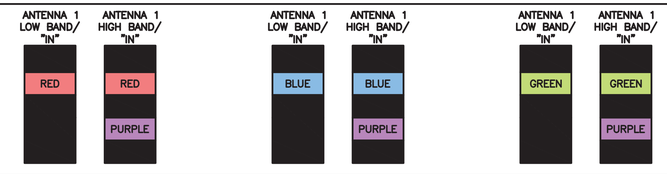


POWER CABLES TO RRHs

LOW-BAND RRH POWER CABLES HAVE SECTOR
STRIPE ONLY



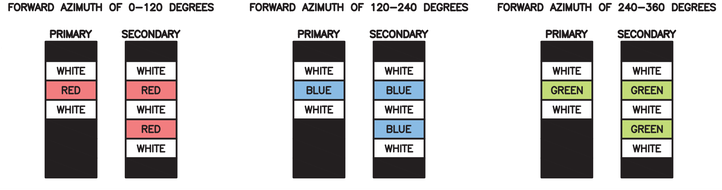
RET MOTORS AT ANTENNAS



MICROWAVE RADIO LINKS

LINKS WILL HAVE A 1.5–2 INCH WHITE WRAP WITH
THE AZIMUTH COLOR OVERLAPPING IN THE MIDDLE.
ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH
ADDITIONAL MW RADIO.

MICROWAVE CABLES WILL REQUIRE P-TOUCH
LABELS INSIDE THE CABINET TO IDENTIFY THE
LOCAL AND REMOTE SITE ID'S



RF CABLE COLOR CODES | NO SCALE | 1

LOW BANDS (N71+N26)
OPTIONAL – (N29)
ORANGE

AWS
(N66+N70+H-BLOCK)
PURPLE

CBRS TECH
(3 GHz)
YELLOW

NEGATIVE SLANT PORT
ON ANT/RRH
WHITE

ALPHA SECTOR
RED

BETA SECTOR
BLUE

GAMMA SECTOR
GREEN

COLOR IDENTIFIER | NO SCALE | 2

NOT USED | NO SCALE | 3

NOT USED | NO SCALE | 4

NOTE: THE RF DESIGN OR ANY ASSOCIATED INFORMATION ON THIS SHEET HAS BEEN PREPARED AND DESIGNED BY OTHERS. POWER OF DESIGN GROUP DID NOT DESIGN OR PREPARE ANY RF.

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

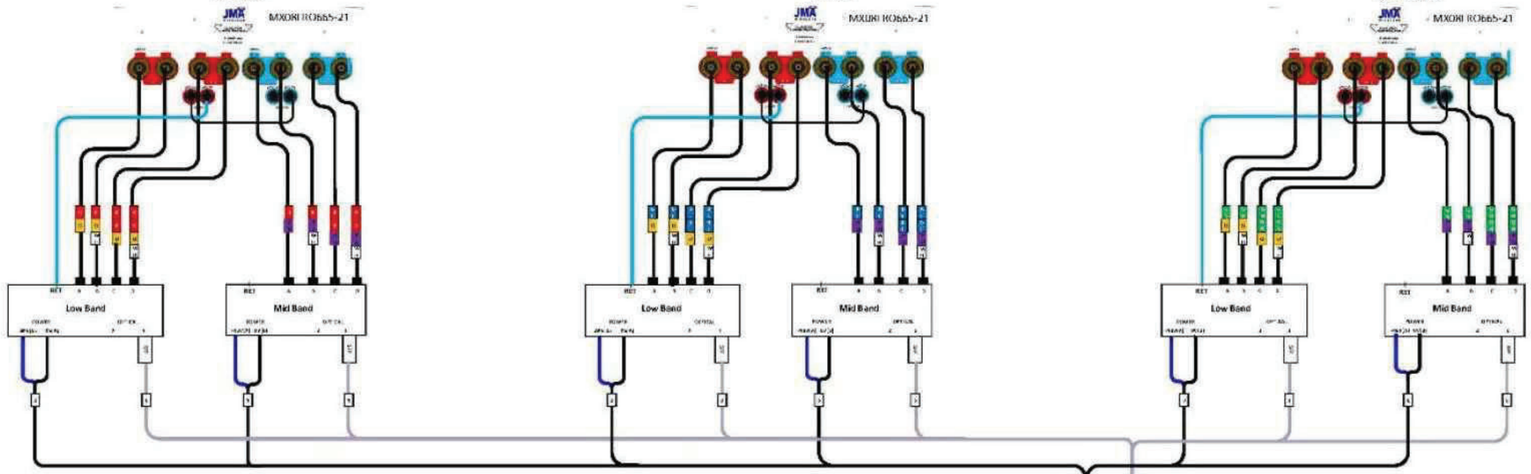
SHEET TITLE

RF
CABLE COLOR CODES

SHEET NUMBER

RF-1

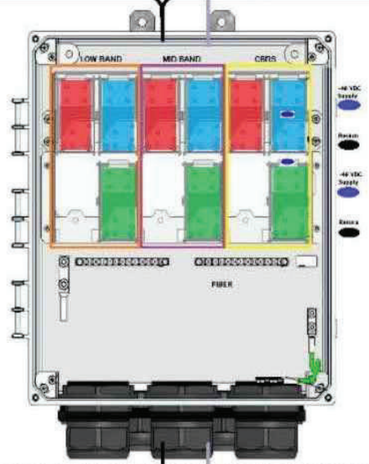
DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621



NOTE: THE RF DESIGN OR ANY ASSOCIATED INFORMATION ON THIS SHEET HAS BEEN PREPARED AND DESIGNED BY OTHERS. POWER OF DESIGN GROUP DID NOT DESIGN OR PREPARE ANY RF.

Fiber Patch Panel

Bottom Row	Pair 1	Pair 2	Pair 3	Pair 10	Open	Open
Middle Row	Pair 4	Pair 5	Pair 6	Pair 11	Open	Open
Top Row	Pair 7	Pair 8	Pair 9	Pair 12	Open	Open



CSR NCS540

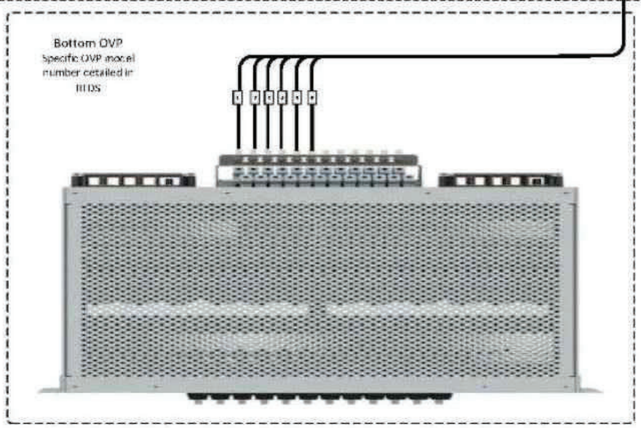
Port	Interface	Description
0	Gi0/0/0/0	Spectrasite
1	Gi0/0/0/1	CBRS - Alpha
2	Gi0/0/0/2	CBRS - Beta
3	Gi0/0/0/3	CBRS - Gamma
4	Te0/0/0/4	Fujitsu Low Band RU - Alpha
5	Te0/0/0/5	Fujitsu Mid-Band RU - Alpha
6	Te0/0/0/6	Fujitsu Low Band RU - Beta
7	Te0/0/0/7	Fujitsu Mid-Band RU - Beta
8	Te0/0/0/8	Fujitsu Low-Band RU - Gamma
9	Te0/0/0/9	Fujitsu Mid-Band RU - Gamma
10	Te0/0/0/10	Fixed Wifi
11	Te0/0/0/11	Fixed Wifi
12	Te0/0/0/12	Fixed Wifi
13	Te0/0/0/13	Fixed Wifi
14	Te0/0/0/14	CBRS1
15	Te0/0/0/15	CBRS2
16	Te0/0/0/16	CBRS3
17	Gi0/0/0/17	SM1 - RMC
18	Gi0/0/0/18	SM2 - RMC
19	Te0/0/0/19	SM1 - Data 1
20	Te0/0/0/20	SM1 - Data 2
21	Te0/0/0/21	SM2 - Data 1
22	Te0/0/0/22	SM2 - Data 2
23	Te0/0/0/23	Reserved Uplink (EDC, LDC)
24	Te0/0/0/24	Blank/Future
25	Te0/0/0/25	Blank/Future
26	Te0/0/0/26	Fiber NIU
27	Te0/0/0/27	Fiber NIU
28	Te0/0/0/28	Blank/Future
29	Te0/0/0/29	Blank/Future

top

bottom

Bottom OVP Layout

Circuit 1	Alpha Low Band
Circuit 2	Beta Low Band
Circuit 3	Gamma Low Band
Circuit 4	Alpha Mid Band
Circuit 5	Beta Mid Band
Circuit 6	Gamma Mid Band
Circuit 7	Alpha CBRS
Circuit 8	Beta CBRS
Circuit 9	Gamma CBRS
Circuit 10	Open
Circuit 11	Open
Circuit 12	Open





5G plumbing diagram (MA-MX08RO665-21 2-2-2[LB+MB]

PLUMBING DIAGRAM NO SCALE 1

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

RF
PLUMBING DIAGRAM

SHEET NUMBER

RF-2

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

LEGEND

EXOTHERMIC CONNECTION

MECHANICAL CONNECTION

BUSS BAR INSULATOR

CHEMICAL ELECTROLYTIC GROUNDING SYSTEM

TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM

EXOTHERMIC WITH INSPECTION SLEEVE

GROUNDING BAR

GROUND ROD

TEST GROUND ROD WITH INSPECTION SLEEVE

SINGLE POLE SWITCH

DUPLEX RECEPTACLE

DUPLEX GFCI RECEPTACLE

FLUORESCENT LIGHTING FIXTURE
(2) TWO LAMPS 48–T8

SMOKE DETECTION (DC)

EMERGENCY LIGHTING (DC)

SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW
LED–1–25A400/51K–SR4–120–PE–DDBTXD

CHAIN LINK FENCE

WOOD/WROUGHT IRON FENCE

WALL STRUCTURE

LEASE AREA

PROPERTY LINE (PL)

SETBACKS

ICE BRIDGE

CABLE TRAY

WATER LINE

UNDERGROUND POWER

UNDERGROUND TELCO

OVERHEAD POWER

OVERHEAD TELCO

UNDERGROUND TELCO/POWER

ABOVE GROUND POWER

ABOVE GROUND TELCO

ABOVE GROUND TELCO/POWER

WORKPOINT

W.P.

SECTION REFERENCE

XX
X–X

DETAIL REFERENCE

XX
X–X

ABBREVIATIONS

AB	ANCHOR BOLT
ABV	ABOVE
AC	ALTERNATING CURRENT
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AGL	ABOVE GROUND LEVEL
AIC	AMPERAGE INTERRUPTION CAPACITY
ALUM	ALUMINUM
ALT	ALTERNATE
ANT	ANTENNA
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BTC	BARE TINNED COPPER CONDUCTOR
BOF	BOTTOM OF FOOTING
CAB	CABINET
CANT	CANTILEVERED
CHG	CHARGING
CLG	CEILING
CLR	CLEAR
COL	COLUMN
COMM	COMMON
CONC	CONCRETE
CONSTR	CONSTRUCTION
DBL	DOUBLE
DC	DIRECT CURRENT
DEPT	DEPARTMENT
DF	DOUGLAS FIR
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DWG	DRAWING
DWL	DOWEL
EA	EACH
EC	ELECTRICAL CONDUCTOR
EL.	ELEVATION
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ENG	ENGINEER
EQ	EQUAL
EXP	EXPANSION
EXT	EXTERIOR
EW	EACH WAY
FAB	FABRICATION
FF	FINISH FLOOR
FG	FINISH GRADE
FIF	FACILITY INTERFACE FRAME
FIN	FINISH(ED)
FLR	FLOOR
FDN	FOUNDATION
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FS	FINISH SURFACE
FT	FOOT
FTG	FOOTING
GA	GAUGE
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GLB	GLUE LAMINATED BEAM
GLV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE
HDG	HOT DIPPED GALVANIZED
HDR	HEADER
HGR	HANGER
HVAC	HEAT/VENTILATION/AIR CONDITIONING
HT	HEIGHT
IGR	INTERIOR GROUND RING
IN	INCH
INT	INTERIOR
LB(S)	POUND(S)
LF	LINEAR FEET
LTE	LONG TERM EVOLUTION
MAS	MASONRY
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MTS	MANUAL TRANSFER SWITCH
MW	MICROWAVE
NEC	NATIONAL ELECTRIC CODE
NM	NEWTON METERS
NO.	NUMBER
#	NUMBER
NTS	NOT TO SCALE
OC	ON–CENTER
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
OPNG	OPENING
P/C	PRECAST CONCRETE
PCS	PERSONAL COMMUNICATION SERVICES
PCU	PRIMARY CONTROL UNIT
PRC	PRIMARY RADIO CABINET
PP	POLARIZING PRESERVING
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PWR	POWER CABINET
QTY	QUANTITY
RAD	RADIUS
RECT	RECTIFIER
REF	REFERENCE
REINF	REINFORCEMENT
REQ'D	REQUIRED
RET	REMOTE ELECTRIC TILT
RF	RADIO FREQUENCY
RMC	RIGID METALLIC CONDUIT
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
RWY	RACEWAY
SCH	SCHEDULE
SHT	SHEET
SIAD	SMART INTEGRATED ACCESS DEVICE
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
TEMP	TEMPORARY
THK	THICKNESS
TMA	TOWER MOUNTED AMPLIFIER
TN	TOE NAIL
TOA	TOP OF ANTENNA
TOC	TOP OF CURB
TOF	TOP OF FOUNDATION
TOP	TOP OF PLATE (PARAPET)
TOS	TOP OF STEEL
TOW	TOP OF WALL
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORY
UNO	UNLESS NOTED OTHERWISE
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
UPS	UNITERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
VIF	VERIFIED IN FIELD
W	WIDE
W/	WITH
WD	WOOD
WP	WEATHERPROOF
WT	WEIGHT

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

LEGEND AND ABBREVIATIONS

SHEET NUMBER

GN-1

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH Wireless L.L.C. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.

2. "LOOK UP" – DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH Wireless L.L.C. AND DISH Wireless L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.

3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.

4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH Wireless L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA–322 (LATEST EDITION).

5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA–1019–A–2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."

6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.

10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.

11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.

12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.

14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.

15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.

16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.

17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.

18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.

20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1.FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

CARRIER:DISH Wireless L.L.C.

TOWER OWNER:TOWER OWNER

2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.

3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.

4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.

5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.

6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.

7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.

12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER

13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-2

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.

2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.

3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°f AT TIME OF PLACEMENT.

4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.

5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi

6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
- CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 BARS AND LARGER 2"
- #5 BARS AND SMALLER 1-1/2"
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLAB AND WALLS 3/4"
- BEAMS AND COLUMNS 1-1/2"

7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.

2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.

3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.

4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.

4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.

5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.

6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).

7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.

8. TIE WRAPS ARE NOT ALLOWED.

9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.

12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).

14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.

15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.

17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.

18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.

19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.

20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.

21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).

22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).

23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.

24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.

25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.

26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.

27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.

28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.

29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C.".

30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-3

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.

2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.

3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.

4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.

5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.

6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.

7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.

8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.

9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.

10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.

11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.

12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.

13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.

14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.

15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.

16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.

17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.

18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.

19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.

20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).

21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
MARK RICHARD PATTERSON
C 89604
EXP. 3/31/25
CIVIL
STATE OF CALIFORNIA

07/27/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AMM	EEW	MEP

RFDS REV: #0 DATE: 10/20/2021

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	07/07/2021	ISSUED FOR REVIEW
0	12/21/2021	FOR CONSTRUCTION
1	04/28/2022	FOR CONSTRUCTION
2	08/24/2022	FOR CONSTRUCTION
3	09/14/2022	FOR CONSTRUCTION
4	10/21/2022	FOR CONSTRUCTION
5	05/16/2023	FOR CONSTRUCTION
6	07/18/2023	FOR CONSTRUCTION
7	07/27/2023	FOR CONSTRUCTION

A&E PROJECT NUMBER

827158

DISH Wireless L.L.C.
PROJECT INFORMATION

SCSAC00248A
5500 PARK DR.
ROCKLIN, CA 95677

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-4

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2

CROWN CASTLE

SITE:

827158 SA204 TWIN OAKS PARK (SCSAC00248A)

DESIGN DRAWING FOR A PROPOSED 7x9' CMU SHELTER

SHEET INDEX	
T-01	TITLE SHEET
N-01	NOTES
S-01	SITE PLAN
S-02	ELEVATION & SECTION VIEWS
S-03	SECTION & DETAIL VIEWS
S-04	DETAIL VIEWS
I-01	INSPECTION CHECKLIST

PROJECT INFORMATION	
COUNTY:	PLACER
SITE ADDRESS:	5500 PARK DR. ROCKLIN, CA 95677
LATITUDE:	38° 48' 36.11"
LONGITUDE:	-121° 15' 46.81"

SCOPE OF WORK:

DESIGN DRAWINGS INCLUDES:
INSTALL PROPOSED CMU SHELTER & FOUNDATION.

PLANS PREPARED FOR:

CROWN CASTLE

PLANS PREPARED BY:

POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:

dish

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK
(SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

SHEET TITLE:

TITLE SHEET

T-01

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2

GENERAL NOTES

REFERENCE DOCUMENTS	
DOCUMENT TYPE	DESIGNATION
GEOTECHNICAL REPORT	TOWER ENGINEERING PROFESSIONALS, INC. PROJECT NUMBER: 124173.10 DATED: 07/19/2012

1. APPLICABLE CODES.

GOVERNING CODES	2018 IBC, 2019 CBC, 7-16 ASCE, ACI318-14, & TMA402/602-16
ULTIMATE WIND SPEED	110 MPH 3 SECOND GUST
RADIAL ICE THICKNESS	0"
WIND SPEED W/ ICE	30 MPH 3 SECOND GUST
STRUCTURE CLASS	I
EXPOSURE CATEGORY	C
TOPOGRAPHIC CATEGORY	1
SPECTRAL RESPONSE ACCELERATIONS	SS= 0.436 & S1= 0.220

2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE OR APPROVED BY THE EOR. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE PERFORMING WORK SIMILAR TO THAT DESCRIBED WITHIN THESE DRAWINGS. BY ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR IS ATTESTING THAT HE HAS SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND REGISTERED TO PERFORM THE WORK IN THE PROJECT JURISDICTION.
3. WORK SHALL ONLY BE PERFORMED DURING CALM, DRY DAYS (WINDS LESS THAN 10 MPH). IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE INSTILLATION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIEXDOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
4. ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND EOR. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE EOR SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES AND PROCEDURES.
5. THE DESIGN WITHIN THESE DRAWINGS ASSUMES THE STRUCTURE AND ITS FOUNDATIONS HAVE BEEN WELL MAINTAINED, IN GOOD CONDITION AND ARE WITHOUT DEFECT. BENT MEMBERS, CORRODED MEMBER, LOOSE BOLTS, CRACKED WELDS, AND OTHER STRUCTURAL DEFECTS HAVE NOT BEEN CONSIDERED UNLESS SPECIFICALLY NOTED. THE STRUCTURE IS ASSUMED TO BE PLUMB AND THE SITE IS ASSUMED LEVEL. THE OWNER AND/OR EOR SHALL BE NOTIFIED IMMEDIATELY IF ANY VARIANCES ARE FOUND.
6. THE CONTRACTOR SHALL ONLY WORK WITHIN THE LIMITS OF THE STRUCTURE OWNER'S PROPERTY, LEASE AREA OR APPROVED EASEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WORK IS PERFORMED WITHIN THESE BOUNDARIES. CONSTRUCTION STAKING AND BOUNDARY MARKING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL EMPLOY A SURVEYOR AS REQUIRED. ANY WORK OUTSIDE THESE BOUNDARIES SHALL BE APPROVED IN WRITING BY THE OWNER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAIN AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ALL WORK PERFORMED COMPLIES WITH ALL APPLICATION SAFETY CODES AND GOVERNING REGULATIONS.
8. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULES AND MATERIAL DELIVERIES, WITH THE OWNER/RESIDENT LEASING AGENT FOR APPROVAL.
9. THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNING AGENCIES. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
10. ALL MATERIAL UTILIZED FOR THIS PROJECT MUST BE NEW AND FREE OF ANY DEFECTS. ANY MATERIAL SUBSTITUTIONS, INCLUDED BUT NOT LIMITED TO ALTERED SIZED AND/OR STRENGTHS, MUST BE APPROVED BY THE EOR.
11. ALL DIMENSIONS AND QUANTITIES LISTED WITHIN THESE DRAWINGS ARE INTENDED TO AID THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL DIMENSION AND QUANTITIES PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
12. ALL MANUFACTURERS' INSTRUCTIONS SHALL BE FOLLOWED EXACTLY. ANY DEVIATION REQUIRES WRITTEN APPROVAL FROM THE EOR.
13. DO NOT SCALE DRAWINGS.

STRUCTURAL STEEL NOTES

1. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, LATEST EDITION.
2. ALL STRUCTURAL STEEL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS.

MATERIAL SPECIFICATIONS	
SOLID ROUND BAR	ASTM A615 GR. 60

3. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATIONS, LATEST EDITION.
4. CAULKING SHALL BE PROVIDED AROUND PERIMETER OF ANY AND ALL MODIFICATION MEMBERS TO ENSURE COMPLETE SEAL BETWEEN EXISTING STRUCTURE AND REINFORCING MEMBERS IN FULL CONTACT WITH EXISTING STEEL. SEALANT IS TO BE EXTERIOR GRADE, PAINTABLE SILICONE CAULKING AS MANUFACTURED BY DOW AND ACCEPTABLE TO EOR.
5. HOLES SHALL NOT BE FLAME CUT THROUGH STEEL UNLESS APPROVED BY THE EOR.
6. ALL EXPOSED STEEL SHALL BE HOT-DIPPED GALVANIZED PER ASTM A123, ASTM A153/A153M, OR ASTM A653 G90, AS APPLICABLE FOR FULL WEATHER PROTECTION. FOR HIGH STRENGTH STEEL FASTENERS WHERE HOT-DIPPED GALVANIZING IS NOT PERMITTED DACROMET F1136 GRADE 3 COATING SHALL BE USED. IN ADDITION ALL NEW STEEL SHALL BE PAINTED TO MATCH EXISTING STRUCTURE STEEL. CONTRACTOR SHALL OBTAIN EOR APPROVAL FOR STEEL PROTECTION BY ANY OTHER MEANS.
7. REPAIR DAMAGED PAINTED/GALVANIZED SURFACES WITH TWO COATS OF BRUSH OR ROLL ON ZRC COLD GALVANIZING COMPOUND OR EOR APPROVED COATING. SURFACES MUST BE WIRE BRUSHED AND SOLVENT CLEANED PRIOR TO APPLICATION OF GALVANIZING COMPOUND.
8. ALL BOLT ASSEMBLIES FOR STRUCTURAL MEMBERS REPRESENTED IN THIS DRAWING REQUIRE LOCKING DEVICES (SPLIT WASHER/PAL NUT) TO BE INSTALLED IN ACCORDANCE WITH TIA/EIA-222 REQUIREMENTS.
9. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.

FOUNDATION NOTES

1. CONCRETE WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION MODIFICATION.
2. MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
3. WELDING IS PROHIBITED ON REINFORCING STEEL.
4. CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI IN 28 DAYS.
5. ALL FOUNDATIONS SHALL REST ON AND AGAINST FIRM UNDISTURBED SOIL FREE FROM WATER, ORGANIC MATTER AND FORM WORK. SUBGRADE SHALL BE COMPACTED AS REQUIRED.
6. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
7. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH MINIMUM COVER. ALL REINFORCEMENT SHALL BE EQUALLY SPACED UNLESS NOTED OTHERWISE.
8. CONTRACTOR SHALL SECURE SITE BACK TO EXISTING CONDITION. ALL DRAINAGE, FENCE, STONE, GEOFABRIC, GROUNDING AND SURROUNDING GRADE SHALL BE REPLACED AND REPAIRED AS REQUIRED TO ACHIEVE OWNER APPROVAL.
9. ALL GROUNDING SHALL ACHIEVE 5Ω OR LESS RESISTANCE UPON COMPLETION. ALL GROUNDING ENCOUNTERED SHALL BE RELOCATED 3'-0" BEYOND FOUNDATION. ALL GROUNDING SHALL BE CONTINUOUS AND COORDINATED WITH THE OWNER. GROUNDING DESIGN AND ENGINEERING IS BEYOND THE SCOPE OF THESE DRAWINGS.
10. CONTRACTOR SHALL VERIFY LOCATION OF ALL PRIVATE AND PUBLIC UTILITIES PRIOR TO EXCAVATION. IF NECESSARY, UTILITIES SHALL BE RELOCATED PRIOR TO FOUNDATION MODIFICATION. CONSENT FROM THE EOR AND THE OWNER MUST BE OBTAINED PRIOR TO THE ENCASEMENT OF UTILITIES IN CONCRETE.
11. ANCHOR BOLT INSTALLATION AND ORIENTATION SHALL BE VERIFIED WITH THE SITE PLANS AND SHELTER/FOUNDATION DRAWINGS PRIOR TO PLACEMENT
12. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD.
13. ADHESIVES SHALL BE STORED AND INSTALLED AT THE SERVICE TEMPERATURE RANGES RECOMMENDED BY THE MANUFACTURER.
14. REINFORCING BARS OR ALL-THREADED BARS SHALL NOT BE BENT AFTER INSTILLATION UNLESS APPROVED BY THE EOR.
15. EXISTING STEEL REINFORCEMENT AND ANCHOR RODS ARE NOT TO BE DAMAGED DURING INSTALLATION OF CONCRETE COLLAR. CONTACT EOR IMMEDIATELY IF REINFORCING IS ENCOUNTERED. CONTRACTOR SHALL DETERMINE THE LOCATION AND SIZE OF EXISTING REINFORCING STEEL PRIOR TO INSTALLATION UTILIZING NONDESTRUCTIVE TESTING METHODS.
16. CONTRACTOR SHALL SECURE SITE BACK TO EXISTING CONDITION. ALL DRAINAGE, FENCE, STONE, GEOFABRIC, GROUNDING AND SURROUNDING GRADE SHALL BE REPLACED AND REPAIRED AS REQUIRED TO ACHIEVE OWNER APPROVAL.
17. ALL EXPOSED EDGES OF CONCRETE SLABS SHALL BE ROUNDED OVER OR CHAMFERED 3/4"
18. SLAB ON GRADE SHALL BE SEALED AND DUST PROOFED

STRUCTURAL WOOD NOTES

1. ALL STRUCTURAL LUMBER SHALL BE EQUAL OR BETTER THAN SOUTHERN PINE #1 WITH DESIGN VALUES AS FOLLOWS: FB=1,700 PSI, FT=1,000 PSI, FV=100 PSI, FC=1,250 PSI, AND E=1,700 KSI
2. ALL LUMBER USED FOR EXTERIOR APPLICATION SHALL BE PRESSURE TREATED.
3. ALL JOIST CONNECTION DETAILS SHALL BE "FRAMED" CONNECTIONS UTILIZING PREFABRICATED "SADDLE" TYPE CONNECTORS OR APPROVED EQUAL. CONNECTION SHALL DEVELOP SHEAR EQUAL TO AT LEAST 75% OF MAXIMUM TOTAL ALLOWABLE MEMBER LOAD.
4. PLYWOOD SHALL BE OF GRADE S-1, OR APPROVED EQUAL.
5. THE MINIMUM PLYWOOD THICKNESS FOR THE ROOF AND FLOOR DIAPHRAM SHALL BE 5/8".
6. THE PLYWOOD JOING STAGGER AND FASTENERS TYPE, SIZE AND SPACING SHALL COMPLY WITH ANSI/AWC NDS-2018 , UTILIZING MOST SEVERE LOADING CONDITION LISTED ABOVE.
7. SILL PLATE SHALL BE ANCHORED TO THE FOUNDATION UTILIZING 1/2" DIAMETER ANCHORS SPACED AT 36" MAXIMUM AND 2 ANCHORS AT 12" AT EACH END OF A SILL PLATE.
8. ROOF TRUSSES SHALL BE DESIGNED AND FABRICATED BY THE MANUFACTURER UTILIZING APPROPRIATE BUILDING LOADS.
9. ALL EXTERIOR CONNECTIONS SHALL BE DONE UTILIZING GALVANIZED SCREWS.

MASONRY NOTES

1. CLAY BRICK: ASTM C62 (SOLID) MINIMUM COMPRESSIVE STRENGTH 1500 PSI
2. MORTAR TYPE N, PORTLAND CEMENT/LIME OR MORTAR CEMENT, CONFORMING TO ASTM C270: MINIMUM COMPRESSIVE STRENGTH 1800 PSI AND SHALL BE OF MATCHING COLOR
3. MORTAR JOINT SHALL BE CONCAVE FINISHED
4. BOND BEAM, GROUT, & CORE FILL: ASTM C476, COURSE TYPE: 2000 PSI
5. ALL GROUTING OF MASONRY WALLS SHALL BE BY THE LOW-LIFT GROUTING METHOD (MAXIMUM LIFT HEIGHT 4'-0"), UNLESS CLEAN-OUTS AND INSPECTION ARE PROVIDED.
6. ALL MASONRY WORK SHALL BE DONE IN CONFORMANCE WITH TMS 402/602-16 /ACI 318-14/ ASCE 7-16
7. ALL CONCRETE WORK SHALL BE DONE IN CONFORMANCE WITH ACI 318-14
8. AT LEAST FIFTY PERCENT OF THE MASONRY UNITS AT THE INTERFACE SHALL INTERLOCK AT WALL INTERSECTIONS
9. MASONRY WALL LAID ON FOUNDATION NEEDS TO HAVE A RUNNING BOND
10. LINTELS SHALL BE AS INDICATED ON DRAWINGS, SUPPORTED MIN. 8 INCHES ON EACH END

EARTHWORK NOTES

1. FOOTING SHALL BE CAST ON STRUCTURAL BACKFILL AS SHOWN. IF DESIGN CAPACITY IS NOT ENCOUNTERED AT THE ELEVATIONS SHOWN, FOOTINGS MUST BE LOWERED. CONSULT ENGINEER BEFORE PROCEEDING.
2. NO HOLES, TRENCHES, OR DISTURBANCES OF THE SOIL SHALL BE ALLOWED WITHIN THE VOLUME DESCRIBED BY 45 DEGREE LINES SLOPING FROM THE BOTTOM EDGE OF THE FOOTING. IF SUCH ARE REQUIRED, FOOTINGS MUST BE LOWERED.
3. BACKFILL EVENLY ON EACH SIDE OF FOUNDATION WALLS AND RETAINING WALLS.
4. DO NOT BACKFILL AGAINST BASEMENT WALLS UNTIL FLOOR SYSTEM IS IN PLACE AND FASTENED OR UNTIL WALLS ARE ADEQUATELY BRACED. BRACING SHALL BE DESIGNED BY THE CONTRACTOR.
5. TOPSOIL OR FILL BELOW SLABS ON GRADE SHALL BE REMOVED. SUBGRADE UNDER SLABS SHALL BE BANKRUN GRAVEL COMPACTED TO 6-INCH LAYERS.
6. BACKFILL AGAINST INTERIOR FOUNDATION WALLS SHALL BE BANKRUN GRAVEL COMPACTED TO A MAXIMUM 6-INCH LAYERS.
7. BACKFILL AGAINST EXTERIOR FOUNDATION SHALL BE BANKRUN GRAVEL COMPACTED TO MAXIMUM 6-INCH LAYERS.
8. ALL EXCAVATIONS SHALL BE DONE IN STRICT ACCORDANCE WITH OSHA REGULATIONS.
9. CONTRACTOR SHALL VERIFY EXISTING SOIL BEARING CAPACITY AT THE BOTTOM OF PROPOSED STRUCTURAL FILL. IN CASE IF SOIL BEARING CAPACITY IS LESS THAN 2000 PSF, IMMEDIATELY NOTIFY STRUCTURAL ENGINEER FOR FOUNDATION DETAILS MODIFICATIONS AND/OR ADJUSTMENGS.
10. SLAB ON GRADE SHALL REST ON UNDISTURBED SOIL, TOPPEDWITH 4 IN OC COMPACTED SAND/GRAVEL STRUCTURAL FILL.
11. FOUNDATION BACKFILL SHALL BE DONE UTILIZING APPROPRIATE COMPACTED GRANULAR MATERIAL TO ALLOW FOR DRAINAGE.

ANCHOR ROD NOTES

1. THE CONTRACTOR SHALL INSTALL ANCHOR RODS AND BRACKETS AT LOCATIONS INDICATION WITHIN DRAWINGS.
2. EXISTING STEEL REINFORCEMENT AND ANCHOR RODS ARE NOT TO BE DAMAGED DURING INSTALLATION OF NEW ANCHOR RODS. CONTACT EOR IMMEDIATELY IF REINFORCING IS ENCOUNTERED. CONTRACTOR SHALL DETERMINE THE LOCATION AND SIZE OF EXISTING REINFORCING STEEL PRIOR TO INSTALLATION UTILIZING NONDESTRUCTIVE TESTING METHODS. REINFORCEMENT SHOWN WITHIN THESE DRAWINGS ARE ONLY FOR ILLUSTRATIVE PURPOSES. ANCHOR ROD TEMPLATES MAY BE ENCOUNTERED AND MAY BE DRILLED THROUGH AS REQUIRED.
3. HALF OR A MINIMUM OF 4 (WHICHEVER IS GREATER) NEW ANCHOR RODS SHALL BE TESTED.
4. COMPLETE RECORDS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE TEST. MAXIMUM LOAD INCREMENTS SHALL BE 15% OF THE PROOF LOAD.
5. PULL TESTING SHALL BE IN ACCORDANCE WITH ASTM E488M-108. IF A DISPLACEMENT OF GREATER THAN 0.01 INCHES, MEASURED FROM THE BASE LINE, REMAINS AFTER THE FIRST TEST CYCLE, FURTHER TESTS SHALL BE PERFORMED UP TO A MAXIMUM OF 3 TEST CYCLES TO DETERMINE IF ANCHOR ROD MOVEMENT CONTINUES. TOTAL RESIDUAL MOVEMENT SHALL NOT EXCEED 0.05 INCHES. INCREMENTAL RESIDUAL MOVEMENTS RECORDED FROM EACH TEST CYCLE MUST BE DECREASING IN VALUE AND STABILIZE TO A VALUE OF NOT MORE THAN 0.01 INCHES. ANCHOR NOT MEETING THE TOTAL RESIDUAL MOVEMENT AND/OR THE INCREMENTAL RESIDUAL MOVEMENT LIMITATIONS SHALL BE CONSIDERED TO HAVE FAILED THE TEST.
6. THE ADHESIVE ANCHOR SYSTEM USED SHALL CONFORM TO THE LATEST ACI 355.4 ACCEPTANCE CRITERIAL FOR QUALIFICATION OF POST-INSTALLED ADHESIVE ANCHORS IN CONCRETE. THE ANCHOR SYSTEM SHALL USE THE FOLLOWING EPOXY.
   A. HILT:HIT-HY 270
7. ALL-THREADED RODS TO BE USED IN ADHESIVE ANCHOR ASSEMBLIES SHALL CONFORM TO THE ASTM SPECIFICATION REPRESENTED WITHIN THESE DRAWINGS. THREADS SHALL BE UNC COURSE THREADS UNLESS NOTED OTHERWISE. COMPATIBLE NUTS AND WASHERS SHALL BE CONSIDERED PART OF THE THREADED ROD ASSEMBLY AND SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A153 CLASS C. E LECTROPLATE GALVANIZED ASSEMBLIES ARE NOT ACCEPTABLE.
8. ADHESIVES SHALL BE STORED AND INSTALLED AT THE SERVICE TEMPERATURE RANGES RECOMMENDED BY THE MANUFACTURER.
9. INSTALLATION OF ADHESIVE ANCHORS SHALL BE PERFORMED BY QUALIFIED PERSONAL TRAINED TO INSTALL ADHESIVE ANCHORS IN ACCORDANCE WITH THE SPECIFICATIONS. ANCHORS SHALL BE INSTALLED AND CLEANED IN ACCORDANCE WITH THE MANUFACTURERS PRINTED INSTALLATION INSTRUCTIONS.
10. INSTALLED ADHESIVE ANCHORS SHALL BE SECURELY FIXED IN PLACE TO PREVENT DISPLACEMENT WHILE THE ADHESIVE CURES. UNLESS NOTED OTHERWISE, ANCHORS SHALL BE INSTALLED PERPENDICULAR TO THE CONCRETE SURFACE. ANCHORS DISPLACED PRIOR TO THE ADHESIVE DURING SHALL BE CONSIDERED DAMAGED AND ARE THE RESPONSIBILITY OF THE CONTRACTOR.
11. REINFORCING BARS OR ALL-THREADED BARS SHALL NOT BE BENT AFTER INSTILLATION UNLESS APPROVED BY THE EOR.
12. INSTILLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL, OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT EOR APPROVAL WHEN DRILLING HOLES IN CONCRETE.

PLANS PREPARED FOR:

CROWN CASTLE

PLANS PREPARED BY:

POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:

dish

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK (SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

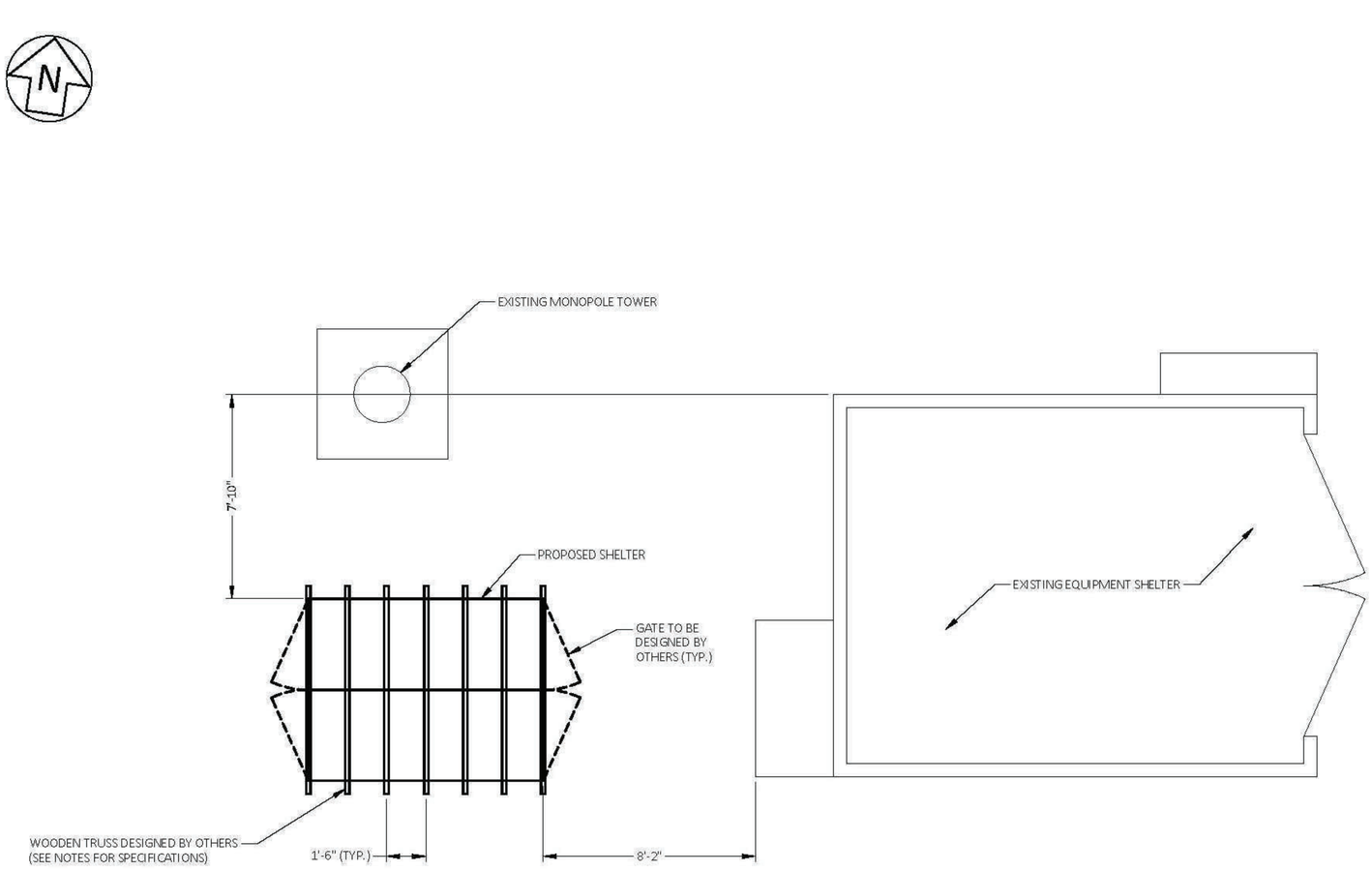
SHEET TITLE:

NOTES

N-01

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2



SITE PLAN VIEW
N.T.S.

PLANS PREPARED FOR:

CROWN CASTLE

PLANS PREPARED BY:

POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:

dish

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK
(SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

SHEET TITLE:

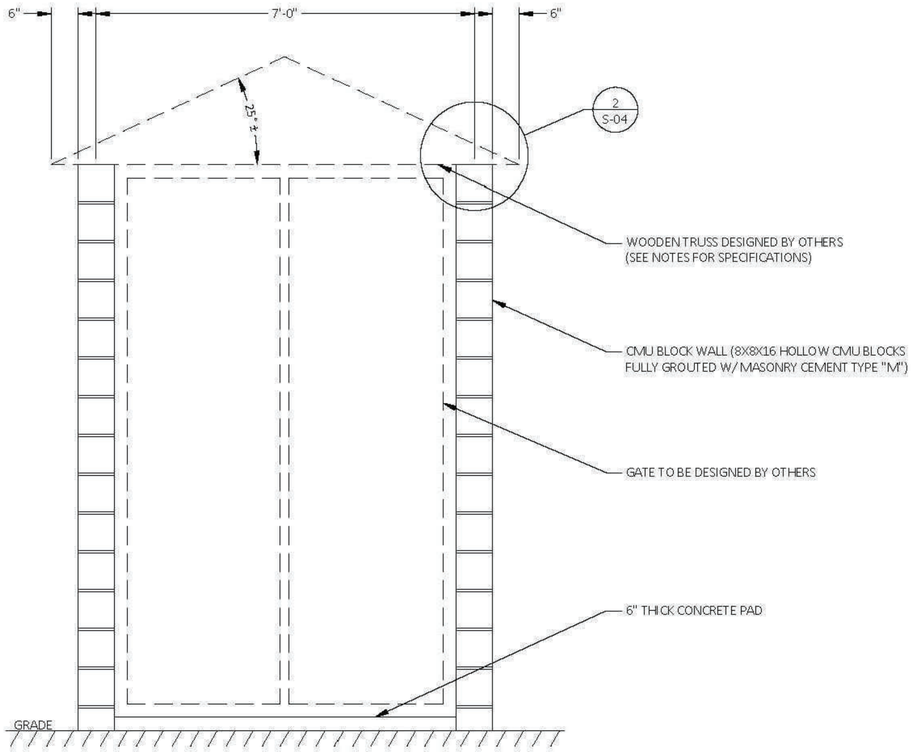
SITE PLAN

S-01

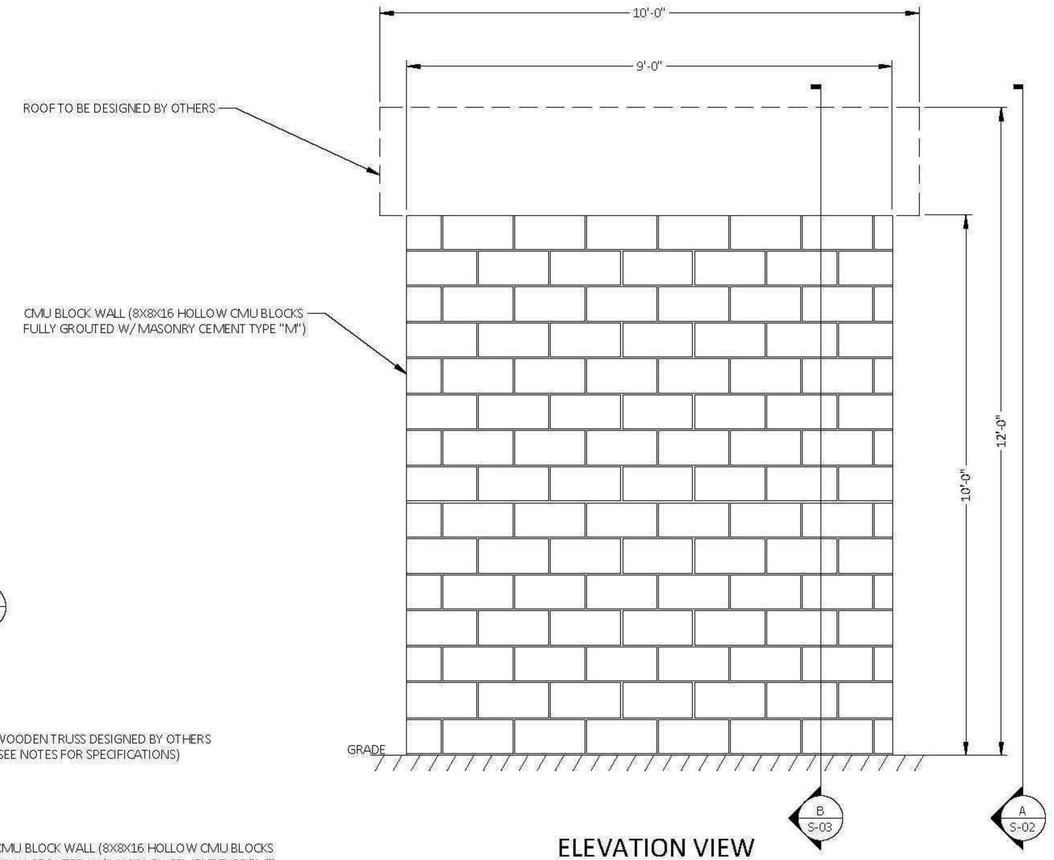
94

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2



SECTION A S-02
3/8" = 1'-0"



ELEVATION VIEW
3/8" = 1'-0"

PLANS PREPARED FOR:
CROWN CASTLE

PLANS PREPARED BY:
POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:
dish

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK
(SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

SHEET TITLE:

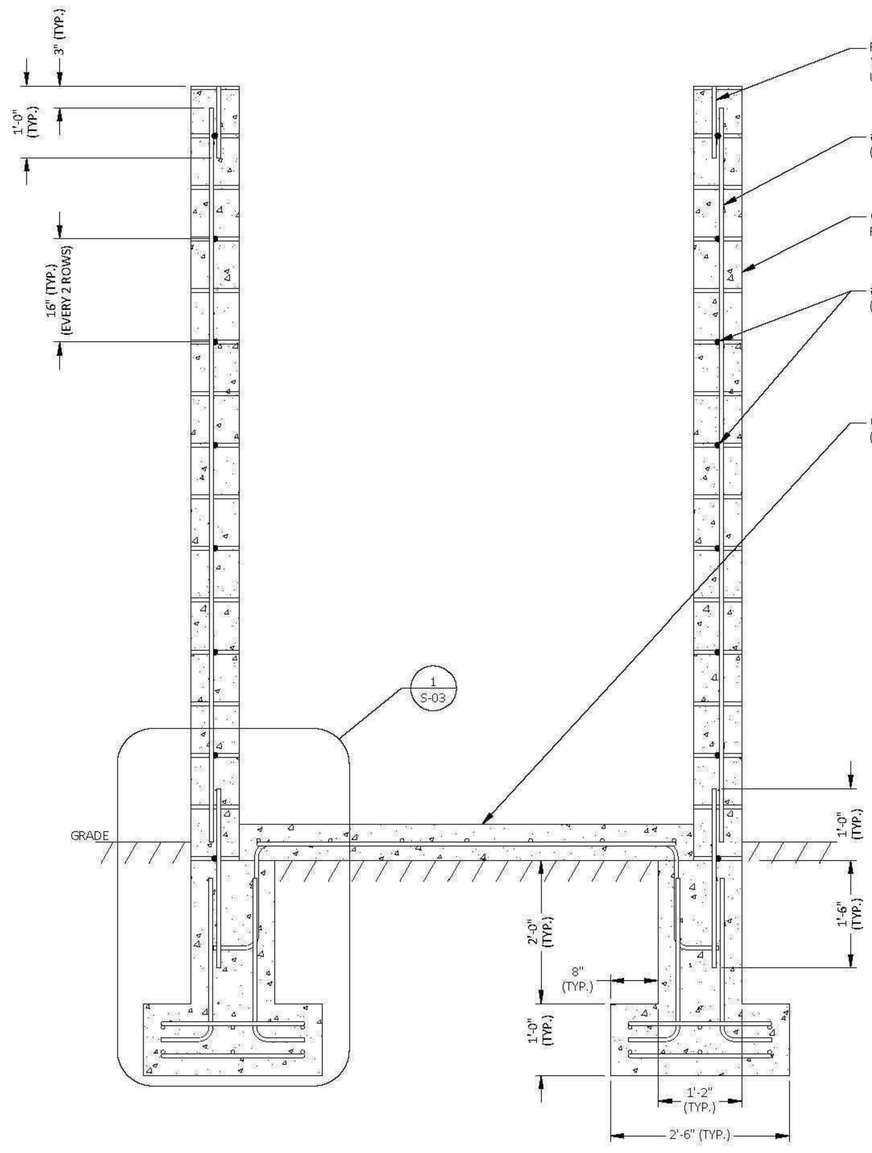
ELEVATION &
SECTION VIEWS

S-02

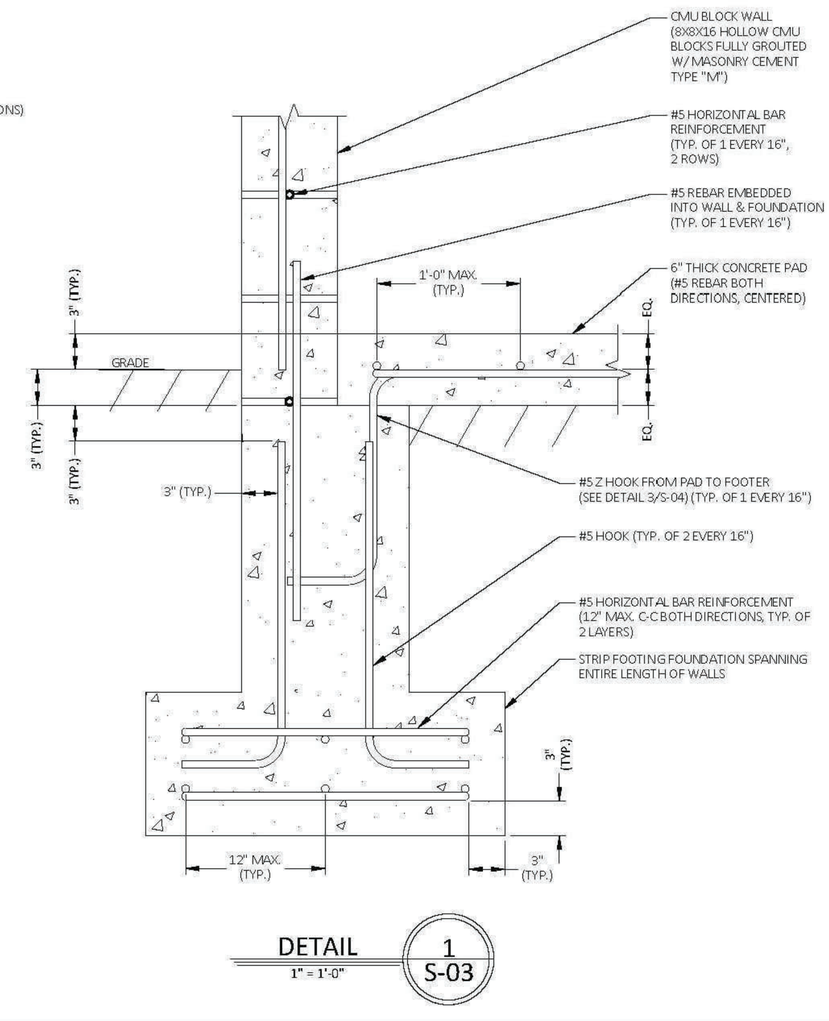
DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2

NOTES:
- ROOF DESIGNED BY OTHERS NOT SHOWN FOR CLARITY



SECTION B S-03
1/2" = 1'-0"



DETAIL 1 S-03
1" = 1'-0"

PLANS PREPARED FOR:
CROWN CASTLE

PLANS PREPARED BY:
POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:
dish

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK
(SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

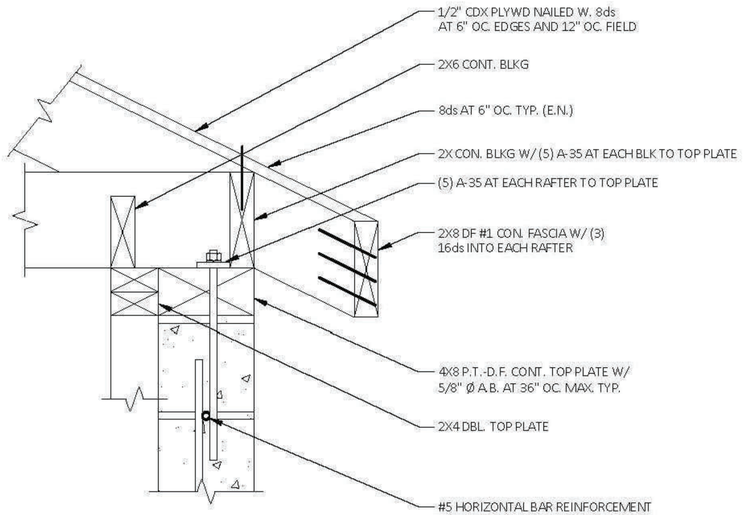
SHEET TITLE:

SECTION & DETAIL VIEWS

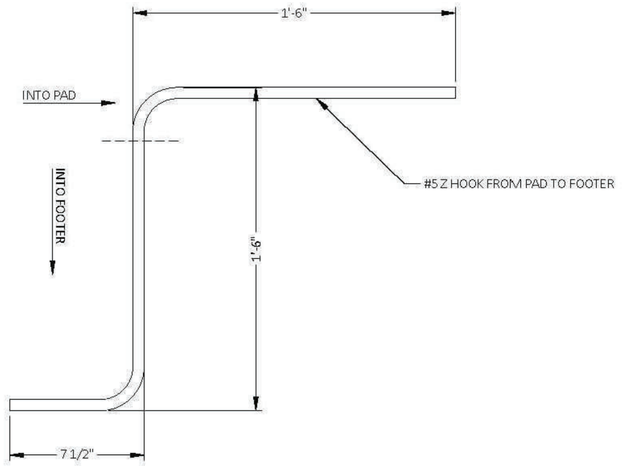
S-03

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2



DETAIL 2 S-04
1" = 1'-0"



DETAIL 3 S-04
1-1/2" = 1'-0"

PLANS PREPARED FOR:

CROWN CASTLE

PLANS PREPARED BY:

POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:

dish

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK
(SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

SHEET TITLE:

DETAIL VIEWS

S-04

DigiSigner Document ID: f269a644-517f-4a28-b562-fa802dadb621

DigiSigner Document ID: 7fa95109-9687-4d94-89a9-3c0ff70ac1b2

INSPECTION CHECKLIST

BEFORE CONSTRUCTION		DURING CONSTRUCTION		AFTER CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM	CONSTRUCTION/INSTALLATION INSPECTION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM	CONSTRUCTION/INSTALLATION INSPECTION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
X	INSPECTION CHECKLIST DWG	X	CONSTRUCTION INSPECTION	X	INSPECTOR REDLINE OR RECORD DRAWING(S)
-	ENGINEER OF RECORD APPROVED SHOP DRAWINGS	X	FOUNDATION INSPECTION	X	POST INSTALLED ANCHOR ROD PULLXOUT TESTING
-	FABRICATION INSPECTION	X	CONCRETE COMP. STRENGTH AND SLUMP TEST	X	PHOTOGRAPHS
X	MATERIAL TEST REPORT	X	POST INSTALLED ANCHOR ROD VERIFICATION	ADDITIONAL TESTING AND INSPECTION	
-	FABRICATOR NDE INSPECTION	-	BASE PLATE GROUT VERIFICATION		
-	NDE REPORT OF MONOPOLE BASEPLATE (AS REQUIRED)	-	THIRD PARTY CERTIFIED WELD INSPECTION		
X	PACKING SLIP	X	EARTHWORK LIFT AND DENSITY (REPORT REQUIRED)		
ADDITIONAL TESTING AND INSPECTION		X	ON SITE COLD GALVANIZING VERIFICATION		
		-	GUY WIRE TENSION REPORT		
		X	GC AS-BUILT DOCUMENTS		
		ADDITIONAL TESTING AND INSPECTION			

INSPECTION NOTES:

GENERAL:

1. THE INSPECTION IS A VISUAL INSPECTION OF STRUCTURE AND A REVIEW OF CONSTRUCTION INSPECTION AND OTHER REPORTS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. NAMELY THE DRAWINGS,, AS DESIGNED BY THE ENGINEER OF RECORD.
2. THE INSPECTION IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AN IS NOT A REVIEW OF THE DESIGN ITSELF. NOR DOES THE INSPECTOR TAKE OWNERSHIP OF THE DESIGN. OWNERSHIP OF THE STRUCTURAL DESIGN EFFECTIVENESS AND INTENT RESIDES WITH THE ENGINEER OF RECORD AT ALL TIMES.
3. TO ENSURE THAT THE REQUIREMENT OF THE INSPECTION ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE INSPECTOR BEGIN COMMUNICATION AND COORDINATING AS SOON AS A PO OR PAYMENT IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY.

INSPECTOR:

1. THE INSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEIVING A PO OR PAYMENT FOR THE INSPECTION TO:

- REVIEW THE REQUIREMENT OF THE INSPECTION CHECKLIST
- WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE
- INSPECTIONS
- DISCUSS ANY SITE SPECIFIC INSPECTIONS OR CONCERNS

2. THE INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) INSPECTION AND TEST REPORTS. REVIEWING THE DOCUMENTS FOR ADHERENCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE INXFEILD INSPECTIONS, AND SUBMITTING THE INSPECTION REPORT.

GENERAL CONTRACTOR:

1. THE GC IS REQUIRED TO CONTACT THE INSPECTOR AS SOON AS RECEIVING A PO OR PAYMENT FOR THE INSTALLATION OR TURNKEY PROJECT TO:

- REVIEW THE REQUIREMENT OF THE INSPECTION CHECKLIST
- WORK WITH THE INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS

2. THE GC SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE INSPECTION CHECKLIST.

RECOMMENDATIONS:

1. IT IS SUGGESTED THAT THE GC PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, TO THE INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR HE INSPECTION TO BE CONDUCTED.

- THE GC AND INSPECTION COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE IT IS PREFERRED TO HAVE THE INSPECTOR AND GC ON-SITE SIMULTANEOUSLY FOR ANY GUY WIRE TENSIONING OR REXTENSIONING OPERATIONS.
- IT MAY BE BENEFICIAL TO INSTALL ALL STRUCTURE PRIOR TO CONDUCTING THE FOUNDATION INSPECTION TO ALLOW FOUNDATION AND INSPECTION(S) DONE IN ONE SITE VISIT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND INSPECTOR ON-SITE DURING THE MODIFICATION INSPECTION. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE INSPECTION CAREFULLY TO ENSURE ALL CONSTRUCTION FACILITIES AT THEIR DISPOSAL WHEN THE INSPECTOR IS ON SITE.

CANCELLATION OR DELAYS IN SCHEDULED INSPECTION:

1. IF THE GC AND INSPECTOR AGREE TO A DATE ON WHICH THE INSPECTION WILL BE CONDUCTED, AND EITHER ARTY CANCELS OR DELAYS, THE STRUCTURE OWNER SHALL NOT BE RESPONSIBLE FOR ANY COSTS, FEES, LOSS OR DEPOSITS AND/OR OTHER PENALTIES RELATE TO THE CANCELLATION OR DELAY INCURRED BY EITHER PARTY FOR ANY TIME. EXCEPTIONS MAY BE MADE IN THE DELAY/CANCELLATION IS CAUSED BY WEATHER OR OTHER CONDITIONS THAT MAY COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

CORRECTION OF FAILING MODIFICATION INSPECTION:

1. IF THE INSTALLATION WOULD FAIL THE INSPECTION ("FAILED INSPECTION"), THE GC SHALL WORK WITH INSPECTOR TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:

- CORRECT FAILING ISSUES TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND COORDINATE A SUPPLEMENT INSPECTION. OR, WITH STRUCTURE OWNER'S APPROVAL, THE GC MAY WORK WITH THE ENGINEER OF RECORD TO RE-ANALYZE THE REINFORCEMENT USING AS-BUILT CONDITION.

VERIFICATION INSPECTIONS:

1. STRUCTURE OWNER RESERVES THE RIGHT TO CONDUCT A VERIFICATION INSPECTION TO VERIFY THE ACCURACY AND COMPLETENESS OF PREVIOUSLY COMPLETED AND INSPECTION(S) ON STRUCTURE PRODUCTS.
2. VERIFICATION INSPECTION MAY BE CONDUCTED BY AN INDEPENDENT FIRM AFTER A PROJECT IS COMPLETED, AS MARKED BY THE DATE OF AN ACCEPTED "PASSING INSPECTION INSPECTION" REPORT FOR THE ORIGINAL PROJECT.

REQUIRED PHOTOS:

1. BETWEEN THE GC AND THE INSPECTOR THE FOLLOWING PHOTOGRAPHS ARE TO BE TAKEN AND INCLUDED IN THE INSPECTION REPORT :

- PREXCONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT CONSTRUCTION/ERECTION AND INSPECTION

- RAW MATERIALS
- PHOTOS OF ALL CRITICAL DETAILS
- WELD PREPARATION
- FOUNDATION
- BOLT INSTALLATION AND TORQUE
- FINAL INSTALLED CONDITION
- SURFACE COATING REPAIR

- POST CONDITION PHOTOGRAPHS
- FINAL INFIELD CONDITION ANY OTHER PHOTOS DEEMED RELEVANT TO SHOW COMPLETE DENTALS

2. PHOTOS OF ELEVATED TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

PLANS PREPARED FOR:

CROWN CASTLE

PLANS PREPARED BY:

POD
POWER OF DESIGN
1033 E. TURKEYFOOT LAKE RD.
SUITE 206 AKRON, OHIO 44312
330-961-7432

CARRIER:

dish

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF CROWN CASTLE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF CROWN CASTLE.

DESIGN DRAWING

8/23/2022

LICENSED PROFESSIONAL ENGINEER
MARK EDWARD PATTERSON
C 89604
EXP. 3/31/23
CIVIL
STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION

SITE INFORMATION:

SA204 TWIN OAKS PARK (SCSAC00248A)

5500 PARK DR.
ROCKLIN, CA 95677

SITE NUMBER:
827158

POD NUMBER:	22-133958
DESIGNED BY:	DP
DRAWN BY:	TAJ
CHECKED BY:	MEP
DATE:	08/23/2022

SHEET TITLE:

INSPECTION CHECKLIST

I-01

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2023 Homeland Security Grant Program - Award of Grants

Date: May 28, 2024

Submitted By: Reginald Williams, Fire Chief
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin approving and authorizing the City Manager to execute Subawardee Grant Agreements with the County of Placer accepting the terms and awards of the 2023 Homeland Security Grant Program.

Background:
The State Homeland Security Program provides funding to support the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets. The Homeland Security Grant Program includes a suite of risk-based grants to assist state, local, tribal and territorial efforts in preventing, protecting against, mitigating, responding to and recovering from acts of terrorism and other threats. This grant provides grantees with the resources required for implementation of the National Preparedness System and working toward the National Preparedness Goal of a secure and resilient nation.

On November 30, 2022, the City of Rocklin Fire Department applied for the State Homeland Security Grant Program through the County of Placer, to increase the department's multi-band radio program for enhanced intra- and inter-agency communications county-wide. On April 22, 2024, the Fire Department was notified of an award in the amount of $30,000, starting on or about May 1, 2024 and concluding December 31, 2025.

On November 30, 2022, the City of Rocklin Police Department applied for the State Homeland Security Grant Program through the County of Placer, to purchase fire retardant gear for protection from heat and fire of personnel while providing security and mutual aid and light-weight, mobile armored shields for SWAT personnel. On April 22, 2024 the Police Department was notified of an award in the amount of $27,237, starting on or about May 1, 2024 and concluding December 31, 2025.

The California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) require the City Council certify by Resolution (Attachment 1) the approval of the grant awards and acceptance of the terms and grant funding. The total grant

award is $57,237, and no match is required. However, in order to accept the grant funds into the Fiscal Year 2023/24 Operating Budget, the Resolution authorizes a budget amendment to appropriate $57,237 in the Other Reimbursables Fund (Fund 275), with offsetting revenue, to account for and administer the grant.

Fiscal Impact:
The total amount of the grant is $57,237. There is no direct fiscal impact as no City match is required.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - County of Placer Notifications of Subaward
3. Resolution Exhibit B - Department of Homeland Security Subaward Grant Agreement - City of Rocklin Fire Department
4. Resolution Exhibit C - Department of Homeland Security Subaward Grant Agreement - City of Rocklin Police Department

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBAWARDEE GRANT AGREEMENTS WITH THE COUNTY OF PLACER
ACCEPTING THE TERMS AND AWARDS OF THE 2023 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, on November 30, 2022 the City of Rocklin Fire Department applied for and on April 22, 2024 was notified of an award in the amount of thirty thousand dollars ($30,000) starting on or about May 1, 2024 and concluding December 31, 2025; and

WHEREAS, the grant funds for Fire will be used to increase to our multi-band radio program for enhanced intra- and inter-agency communications countywide; and

WHEREAS, on November 30, 2022 the City of Rocklin Police Department applied for and on April 22, 2024 was notified of an award in the amount of twenty-seven thousand two hundred thirty-seven dollars ($27,237) starting on or about May 1, 2024 and concluding December 31, 2025; and

WHEREAS, the grant funds for Police will be used to purchase fire retardant gear for protection from heat and fire of personnel while providing security and mutual aid and light-weight, mobile armored shields for SWAT personnel; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the City of Rocklin's City Council to adopt a resolution supporting the application and the proposed Grant Activities and identify the individual who is authorized to execute this Agreement; and

WHEREAS, the County of Placer Notifications of Subaward are attached hereto as Exhibit A; and

WHEREAS, the Department of Homeland Security Subaward Grant Agreements are attached hereto as Exhibits B (Fire) and C (Police); and

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

Section 1. The City Council of the City of Rocklin hereby approves of and authorizes the City Manager to execute the Subawardee Grant Agreements and all actions required to obtain and manage funds with the County of Placer accepting the terms and awards of the 2023 State Homeland Security Grant Program for both Fire and Police.

Section 2. The City Manager is authorized to appropriate an expenditure budget of $57,237 and a corresponding revenue budget in the like amount to account for and administer grant in the Reimbursable Fund (Fund 275).

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

COUNTY OF Placer
EMERGENCY SERVICES

April 22, 2024

Reginald Williams, Fire Chief
City of Rocklin Fire Department
4060 Rocklin Rd.
Rocklin, CA 95677

DELIVERED VIA E-MAIL: reginald.williams@rocklin.ca.us
CC'd: ryan.brayton@rocklin.ca.us; karen.smith@rocklin.ca.us

SUBJECT: **NOTIFICATION OF SUBAWARD**
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) Subaward #2023-0042
Subaward Period: 09/01/2023-05/31/2026

Dear Chief Williams:

We are pleased to announce the approval of your FY 2023 HSGP subaward in the amount of $30,000.00 for the following project(s):

Project 011: Project Title: Rocklin Fire Department Portable Radios
Project Description: Funding to implement all-band portable radios in Rocklin and Placer County enabling expanded communications.

This subaward is subject to requirements in the attached agreement, including but not limited to the Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity (NOFO), the California Supplement to the NOFO, the FEMA Preparedness Grants Manual, and the California Governor's Office of Emergency Services (CalOES) Standard Assurances for Federal Non-Disaster Grant Programs.

To accept this award, you are required to execute and return the enclosed agreement with all required attachments to the Placer County Office of Emergency Services at grants@placer.ca.gov within 60 days of the date of this notice. We can also facilitate electronic signature of the documents, upon request.

After we receive the document with your signatures, we will provide you with a fully executed copy. For further assistance, please contact Brandy Dunkel at bdunkel@placer.ca.gov or 530-308-3555.

Sincerely,

David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Encl.
Department of Homeland Security Subaward Grant Agreement

COUNTY OF Placer
EMERGENCY SERVICES

April 22, 2024

Rustin Banks, Chief of Police
City of Rocklin Police Department
4080 Rocklin Rd.
Rocklin, CA 95677

DELIVERED VIA E-MAIL: Rustin.Banks@rocklin.ca.us
CC'd: scott.horrillo@rocklin.ca.us; karen.smith@rocklin.ca.us

SUBJECT: **NOTIFICATION OF SUBAWARD**
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) Subaward #2023-0042
Subaward Period: 09/01/2023-05/31/2026

Dear Chief Banks:

We are pleased to announce the approval of your FY 2023 HSGP subaward for the following project(s):

Project 006: Project Title: Rocklin Police Department Fire Retardant Uniforms
Project Description: Purchase fire retardant uniforms for Rocklin police officers and animal control officers to wear when responding to mutual aid requests.
Award Amount: $10,030.00

Project 007: Project Title: Rocklin Police Department Armored Shields for SWAT Vehicles
Project Description: Purchase Armored Shields for SWAT vehicles.
Award Amount: $17,207.00

This subaward is subject to requirements in the attached agreement, including but not limited to the Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity (NOFO), the California Supplement to the NOFO, the FEMA Preparedness Grants Manual, and the California Governor's Office of Emergency Services (CalOES) Standard Assurances for Federal Non-Disaster Grant Programs.

To accept this award, you are required to execute and return the enclosed agreement with all required attachments to the Placer County Office of Emergency Services at grants@placer.ca.gov within 60 days of the date of this notice. We can also facilitate electronic signature of the documents, upon request.

COUNTY OF Placer
EMERGENCY SERVICES

After we receive the document with your signatures, we will provide you with a fully executed copy. For further assistance, please contact Brandy Dunkel at bdunkel@placer.ca.gov or 530-308-3555.

Sincerely,

David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Encl.
Department of Homeland Security Subaward Grant Agreement

DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT

CONTRACT NO: 2023-0042-061
DEPARTMENT: Office of Emergency Services
SUBAWARDEE: City of Rocklin
SUBAWARDEE UEI #: F9JTDAHKSBX5

GRANT INFORMATION:
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) Subaward #2023-0042
Subaward Period : 09/01/2023 – 05/31/2026
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #2023-0042

This Agreement is entered into as of the date last signed below ("Effective Date") between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Rocklin (hereinafter "SUBAWARDEE", collectively "Parties").

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program ("SHSGP") which consists of federally awarded funds from the Federal Emergency Management Agency ("FEMA") through the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE's application for such grant funds conditioned on SUBAWARDEE's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE's legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Placer County Board of Supervisors Resolution No. 2022-128 (current HSGP GBR) dated June 21, 2022, which is attached hereto and incorporated herein as Exhibit C, the Assistant Director of the Placer County Office of Emergency Services ("PlacerOES") has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. **GRANT FUNDS & GRANT ACTIVITIES**. SUBAWARDEE will utilize 2023 State Homeland Security Grant Program (SHSGP) grant funds ("Grant Funds") only in the amount, type, and manner described in Exhibit A ("Scope of Grant Activities"). SUBAWARDEE will complete the tasks and/or activities in Exhibit A ("Grant Activities") within the term of this Agreement.

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on December 31, 2025 (December of year prior to closeout date).

3. SHSGP OBLIGATIONS.

A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B ("CalOES Standard Assurances"). SUBAWARDEE shall abide by all requirements therein, including:

i. The Department of Homeland Security Standard Terms and Conditions referenced therein.

ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE's governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.

iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.

iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity ("NOFO"); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.

v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the Unities States, and, if appropriate, the state, with access to all records related to the Grant Funds.

B. Procurement. SUBAWARDEE's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.

C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE's procurement of goods and services needed to carry out Grant Activities.

D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F – Audit Requirements, Section 200.500.

E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.

G. Unexpended Allocation. SUBAWARDEE is not authorized to carry forward any unexpended allocation of Grant Funds beyond the term of this Agreement. As soon as SUBAWARDEE is aware that Grant Funds will not be expended, SUBAWARDEE shall notify County in writing and return the unused allocation of Grant Funds to County.

H. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.

I. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CRF 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.

J. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:

   i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.

   ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all equipment valued under $5,000 to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

4. GRANT FUND PAYMENT.

A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.

   i. Quarter 1 (January–March): Payment request due April 15

ii. Quarter 2 (April–June): Payment request July 15

iii. Quarter 3 (July–September): Payment request October 15

iv. Quarter 4 (October–December): Payment request January 15

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.

D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES's decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES's failure to process, approve, or make payment in connection with any payment request.

E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.

F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE's use of the Grant Funds or SUBAWARDEE's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

A. Delivered personally to the person below, as of the date of delivery; or

B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or

C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title:	David Atkinson, Assistant Director of Emergency Services
Address:	2968 Richardson Dr. Auburn CA, 95603
Telephone:	530-886-5300
Email:	grants@placer.ca.gov

In the case of SUBAWARDEE, to:

Name, Title:	Reginald Williams, Chief
Address:	4060 Rocklin Road Rocklin, CA 95677
Telephone:	916-625-5300
Email:	FIREAccountsPayable@rocklin.ca.us

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

SUBAWARDEE NAME ("SUBAWARDEE")*

_____
Signature

Aly Zimmermann, City Manager
Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President

Date: _____

_____
Signature

Matthew McOmber, City Attorney
Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

COUNTY OF PLACER ("COUNTY")

_____
David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

EXHIBITS:
Exhibit A: Scope of Grant Activities
Exhibit B: CalOES Standard Assurances
Exhibit C: County Resolution No. 2022-128
Exhibit D: SUBAWARDEE Resolution No. TBD

EXHIBIT A
SCOPE OF GRANT ACTIVITIES

See Attachment A

EXHIBIT B
CalOES STANDARD ASSURANCES

See Attachment B

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

See Attachment C

EXHIBIT D
SUBAWARDEE RESOLUTION NO. TBD

EXHIBIT A

View results

Respondent
6 Anonymous

10:28
Time to complete

1. Applicant Agency *

CITY OF ROCKLIN, FIRE DEPARTMENT

2. Applicant Address *

4060 ROCKLIN ROAD, ROCKLIN, CA 95677

3. Primary Contact Name *

RYAN BRAYTON

4. Primary Contact Title *

DEPUTY CHIEF

5. Primary Contact Email *

RYAN.BRAYTON@ROCKLIN.CA.US

6. Primary Contact Phone *

916-625-5307

7. Finance Contact Name *

KAREN SMITH

8. Finance Contact Title *

ADMINISTRATIVE ANALYST

9. Finance Contact Email *

KAREN.SMITH@ROCKLIN.CA.US

10. Finance Contact Phone *

916-625-5356

11. Project Title: (Brief Project Summary - 20 Words or Fewer) *

PORTABLE RADIO UPGRADE FOR INTERAGENCY OPERABILITY

12. Funding Amount Requested *

$144,302.30

13. Is your agency willing to accept partial funding for your project? *

- (●) Yes
- ( ) No

14. Has a cost analysis been performed? *

- (●) Yes
- ( ) No

15. Are all costs reasonable, necessary, and allowable as defined in 2CFR Subpart E? https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E *

- (●) Yes
- ( ) No

16. Project Type *

- (●) Equipment
- ( ) Training
- ( ) Planning
- ( ) Exercise

17. Is your project deployable, shareable, or both? *

- ○ Deployable
- ○ Shareable
- ◉ Both

18. Does the project fulfill one of the following National Priorities? *

- ○ Enhancing the protection of soft targets/crowded places
- ○ Enhancing information and intelligence sharing and cooperation with federal agencies
- ○ Combating domestic violent extremism
- ◉ Enhancing community preparedness and resilience
- ○ Enhancing cybersecurity
- ○ Enhancing election security
- ○ This project does not satisfy a National Priority

19. Does the project fulfill one of the State Homeland Security Priorities? *

- ○ Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
- ○ Protect Critical Infrastructure and Key Resources from All Threats and Hazards
- ○ Strengthen Security and Preparedness Across Cyberspace
- ○ Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment
- ○ Enhance Community Preparedness
- ◉ Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
- ○ Improve Medical and Health Capabilities
- ○ Enhance Incident Recovery Capabilities
- ○ Strengthen Food and Agriculture Preparedness
- ○ Enhance Homeland Security Exercise, Evaluation, and Training Programs

20. Does the project fulfill one of the California State Investment Strategies? *

- ( ) Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS
- ( ) Enhance the Protection of Soft Targets/Crowded Places
- ( ) Enhance Cybersecurity
- ( ) Address Emergent Threats
- ( ) Combating Domestic Violent Extremism through Enhanced Intelligence Collection & Analysis, Training, and Community Resilience
- (•) Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
- ( ) Enhance Medical and Public Health Preparedness
- ( ) Strengthen Information Sharing and Collaboration
- ( ) Enhance Community Capabilities through Multi-Jurisdictional/ Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Coordination, including Partnerships with Volunteers and Community Based Organizations and Programs
- ( ) Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)

21. Project Description: Include the following information: **Who** the project is for (local HazMat Team, Fire Services, Law Enforcement, EOC, etc.); **what** the project entails (plans, equipment, training, exercises); **where** the project will take place (city, county, region); **when** the project will start and end (must be within the grant period of performance); **why** the project is necessary or what the intended benefit will be. (Limit 750 words) *

THE ROCKLIN FIRE DEPARTMENT REQUESTS THE PROCUREMENT OF FIFTEEN (15) MOTOROLA APX 8000EX ALL-BAND PORTABLE RADIOS AND ACCESSORIES VIA GRANT FUNDING FOR FIRE SUPPRESSION AND LEADERSHIP POSITIONS WITHIN THE DEPARTMENT FOR OPERATIONS, COMMAND AND CONTROL FUNCTIONS.

ROCKLIN FIRE DEPARTMENT WILL IMPLEMENT ALL-BAND PORTABLE RADIOS IN ROCKLIN AND PLACER COUNTY ENABLING EXPANDED COMMUNICATIONS ENHANCING MULTI-JURISDICTIONAL AND INTER-JURISDICTIONAL ALL-HAZARD INCIDENT PLANNING, RESPONSE, AND COORDINATION.

ACQUISITION AND IMPLEMENTATION OF THE PROJECT WILL COMMENCE UPON APPROVAL OF THIS GRANT WITHIN THE ALLOCATED TIME FRAME FOR PROCUREMENT.

PLACER COUNTY HAS FIVE (5) FIRE DISPATCH CENTERS OPERATING A COMBINATION OF 800 MHZ AND VHF FREQUENCIES. MANY AUTOMATIC AND MUTUAL AID RESPONSES REQUIRE PERSONNEL TO RELY ON UNRELIABLE FREQUENCY PATCHES AND LIMIT AVAILABLE OPERATIONAL COMMUNICATION BANDS. ROCKLIN FIRE'S IMPLEMENTATION OF ALL-BAND RADIOS WILL PROVIDE EACH OPERATIONAL FIREFIGHTER AND SUPERVISOR ON SHIFT WITH THE ABILITY TO COMMUNICATE ON MULTI-JURISDICTIONAL INCIDENTS WITHIN PLACER COUNTY. THE ABILITY TO OPERATE IN MULTI-BAND COMMUNICATION SYSTEMS WILL STRENGTHEN COMMUNICATION CAPABILITIES, INCREASE FIREFIGHTER SAFETY, ENHANCE THE MULTI-AGENCY PREPAREDNESS RESPONSE WITHIN PLACER COUNTY, AND INCREASE RESILIENCE BY HAVING FLEXIBLE COMMUNICATION SYSTEMS TO COORDINATE WITH LOCAL AND FEDERAL FIRE AND LAW ENFORCEMENT AGENCIES. BY UTILIZING THE MULTI-BAND FREQUENCIES CAPABILITIES OF THE RADIOS, PERSONNEL CAN ENHANCE THE COMMUNITY PREPAREDNESS AND RESILIENCE IN ALL-HAZARD INCIDENT PREPARATION, RESPONSE, AND RECOVERY RESULTING IN INCREASED EFFICIENCIES AND SAFETY.

CURRENTLY, THE ROCKLIN FIRE DEPARTMENT HAS NO CAPABILITY OF COMMUNICATING ON THE 800MHZ FREQUENCY.

22. Is this a regional/multi-agency or agency-specific project? If this is a regional/multi-agency project, which agency will take the lead? *

AGENCY-SPECIFIC WITH CAPABILITY TO COMMUNICATE ACROSS MULTIPLE AGENCIES.
PLACER COUNTY AND BEYOND. THE ADDITION OF THIS TECHNOLOGY TO OUR ORGANIZATION WILL PROVIDE SEAMLESS INTEROPERABILITY BETWEEN BOTH THE FIRE AND POLICE DEPARTMENTS OF THE CITY OF ROCKLIN. IT WILL ALSO PROVIDE FOR RELIABLE COMMUNICATIONS BETWEEN PLACER COUNTY'S TWO LARGEST CITY FIRE DEPARTMENTS THAT SHARE RESOURCES ON A DAILY BASIS; ROCKLIN AND ROSEVILLE. CURRENTLY, THIS PARTNERSHIP RELIES ON A PATCH (800MHZ TO VHF) THAT IS LIMITED IN ITS CAPABILITY. WITH MULTIPLE MOVING PARTS NEEDING TO WORK FLAWLESSLY IN CONCERT TO ENSURE OPERABILITY, THE ADDITION OF THIS TECHNOLOGY WILL REMOVE THIS REDUNDANCY AND ENHANCE THE SAFETY OF OUR PERSONNEL. FROM A REGIONAL STAND POINT, EMERGENCY RESPONSE FORCES WOULD BE ABLE TO COMMUNICATE AND MORE RAPIDLY DEPLOY TO ALL AREAS WITHIN, PLACER COUNTY AND SURROUNDING JURISDICTIONS.

23. Explain the **terrorism nexus** for this project. Give specific terrorism-related potential incidents and explain how your project (equipment, training, exercise, and plans) prevents such events. How does your project relate to the mission of Homeland Security "to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards"? *

THE ATTACKS ON 9/11, THE BOSTON CITY MARATHON, AND NUMEROUS ACTIVE SHOOTER INCIDENTS HAVE GIVEN RISE TO THE IMPORTANCE OF NEEDING RELIABLE, EFFECTIVE, AND INTEROPERABLE COMMUNICATION PLATFORMS. ROCKLIN HIS HOME TO ONE OF TWO TRANSFER AND PUMPING STATIONS OWNED BY KINDER MORGAN INC. HAVING THE CAPACITY TO STORE OVER TEN MILLION GALLONS OF FUEL AND BEING RESPONSIBLE FOR PROVIDING RENO'S SUBSTATION WITH FUEL PRODUCTS, A DELIBERATE INCIDENT AT THIS FACILITY WILL CREATE SUPPLY CHAIN ISSUES THROUGHOUT MANY WESTERN STATES. AN INCIDENT OF GREATER ALARM WOULD REQUIRE ASSISTANCE FROM THE COUNTY, REGIONAL, AND FEDERAL PARTNERS WHO COMMUNICATE USING 800 MHZ FREQUENCIES.

AS A CITY HAVING TWO COLLEGE CAMPUSES, TWO MAJOR FREEWAYS, A NEIGHBORING REGIONAL MALL, A COMPREHENSIVE RAILWAY SYSTEM ADJACENT TO HIGH-PRESSURE PETROLEUM LINES (SUPPLIED BY KINDER MORGAN), AND BEING MINUTES AWAY FROM OUR STATE CAPITAL, THE NEED FOR INTEROPERABILITY AND MUTUAL-AID IS PARAMOUNT TO THE SUCCESS OF THE INCIDENT AND THE SAFETY OF OUR PERSONNEL AND THE COMMUNITIES WE SERVE.

24. If this project funds **Equipment**, please provide the Equipment Type, AEL Code, AEL Title, Quantity Needed, Unit Cost, and Total Cost.

PORTABLE RADIO; 06CP-01-PORT; RADIO, PORTABLE; QTY 15 @ $7,854.07 EACH; $117,811.10 EXTENDED (APX8000XE RUGGED RADIO WITH PROGRAMMING OPTIONS);
ACCESSORIES; 06CP-03-PRAC; ACCESSORIES, PORTABLE RADIO; QTY 15; $604.73 EACH; $9070.95 EXTENDED (BATTERY AND AUDIO REMOTE SPEAKER);
ACCESSORIES; 06CP-03-PRAC; ACCESSORIES, PORTABLE RADIO; QTY 4; $1065.15 EACH; $4,260.60 EXTENDED (CHARGING BANKS)
TOTAL COST WITH SALES TAX: $144,302.30

25. If this project funds **Equipment,** please describe the jurisdiction's maintenance and sustainability plans for the item(s).

EQUIPMENT MAINTENANCE WILL BE COMMENSURATE WITH OUR CURRENT RADIO PROGRAM. ROCKLIN FIRE WILL SELF-FUND EQUIPMENT MAINTENANCE. PERSONNEL ARE TRAINED FOR MINOR REPAIRS WHILE THOSE NEEDING AN EXPANDED SCOPE ARE SENT TO AUTHORIZED SERVICE CENTERS. ALL ASSOCIATED FEES FOR REPAIR AND/OR REPLACEMENT OF EQUIPMENT PROVIDED THROUGH THIS GRANT OPPORTUNITY WILL BE ENCUMBERED BY OUR ORGANIZATION.

26. If this project funds **Training**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost. and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR TRAINING.

27. If this project funds an **Exercise,** please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR AN EXERCISE.

28. If this project funds **Planning,** please provide the costs for Contractors, Consultants, Conferences, Meetings, Materials and Supply Costs, Travel Costs, and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR PLANNING.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

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

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

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

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

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

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

Initials _____

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

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

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

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

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

4. Debarment and Suspension

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

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

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—

be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

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

7. Environmental Standards

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

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

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

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

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

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

12. **Reporting - Accountability**
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds,

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

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

16. Worker's Compensation

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

17. Property-Related

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

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)

which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

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

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

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

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

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

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

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

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

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

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

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

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

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

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

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

EXHIBIT C

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION DESIGNATING COUNTY STAFF TO PERFORM ALL ACTIONS NECESSARY TO OBTAIN AND EXECUTE THE 2022, 2023, AND 2024 HOMELAND SECURITY GRANT PROGRAMS (HSGP)

Resolution No.: 2022-128

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 21, 2022, by the following vote on roll call:

Ayes: GORE, HOLMES, JONES, GUSTAFSON

Noes: NONE

Absent: WEYGANDT

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the County of Placer is a subgrantee of the State of California for the Federal Homeland Security Grant Program (HSGP) which is managed by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, CalOES requires the Board of Supervisors designate staff to perform all actions necessary to obtain and execute the 2022, 2023, and 2024 HSGP; and

WHEREAS, the Board confirms that the County Executive Officer, Deputy County Executive Officer, Assistant Director of Emergency Services, and Staff Services Manager are the appropriate designees to complete activities related to the administration of the HSGP.

BE IT RESOLVED, by the Board of Supervisors that the designated staff are authorized to perform all actions required to obtain and manage funds for the entirety of 2022, 2023, and 2024 HSGP performance periods. The foregoing Resolution was duly passed and adopted by the Board of Supervisors for the County of Placer, State of California at the regular meeting of the Board of Supervisors on June 21, 2022 by the vote listed above.

Attachment: Exhibit 1 – Governing Body Resolution

Governing Body Resolution

BE IT RESOLVED BY THE County of Placer Board of Supervisors
(Governing Body)

OF THE Placer County Office of Emergency Services *THAT*
(Name of Applicant)

County Executive Officer *OR*
(Name or Title of Authorized Agent)

Deputy County Executive Officer *OR*
(Name or Title of Authorized Agent)

Assistant Director of Emergency Services *OR*
(Name or Title of Authorized Agent)

Staff Services Manager .
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 21st day of June , 2022

Certification

I, Megan Wood , duly appointed and
(Name)

Clerk of the Board of the County of Placer
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Placer on the
(Governing body) (Name of Applicant)

21st day of June , 2022

Placer County Clerk of the Board
(Official Position)

(Signature)

June 21, 2022
(Date)

DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT

CONTRACT NO: 2023-0042-062
DEPARTMENT: Placer County Office of Emergency Services
SUBAWARDEE: City of Rocklin
SUBAWARDEE UEI #: F9JTDAHKSBX5

GRANT INFORMATION:
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) Subaward #2023-0042
Subaward Period: 09/01/2023 – 05/31/2026
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #2023-0042

This Agreement is entered into as of the date last signed below ("Effective Date") between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Rocklin (hereinafter "SUBAWARDEE", collectively "Parties").

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program ("SHSGP") which consists of federally awarded funds from the Federal Emergency Management Agency ("FEMA") through the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE's application for such grant funds conditioned on SUBAWARDEE's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE's legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Placer County Board of Supervisors Resolution No. 2022-128 (current HSGP GBR) dated June 21, 2022, which is attached hereto and incorporated herein as Exhibit C, the Assistant Director of the Placer County Office of Emergency Services ("PlacerOES") has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. **GRANT FUNDS & GRANT ACTIVITIES**. SUBAWARDEE will utilize 2023 State Homeland Security Grant Program SHSGP grant funds ("Grant Funds") only in the amount, type, and manner described in Exhibit A ("Scope of Grant Activities"). SUBAWARDEE will complete the tasks and/or activities in Exhibit A ("Grant Activities") within the term of this Agreement.

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on December 31, 2025 (December of year prior to closeout date).

3. SHSGP OBLIGATIONS.

A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B ("CalOES Standard Assurances"). SUBAWARDEE shall abide by all requirements therein, including:

i. The Department of Homeland Security Standard Terms and Conditions referenced therein.

ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE's governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.

iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.

iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity ("NOFO"); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.

v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the Unities States, and, if appropriate, the state, with access to all records related to the Grant Funds.

B. Procurement. SUBAWARDEE's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.

C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE's procurement of goods and services needed to carry out Grant Activities.

D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F – Audit Requirements, Section 200.500.

E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.

G. Unexpended Allocation. SUBAWARDEE is not authorized to carry forward any unexpended allocation of Grant Funds beyond the term of this Agreement. As soon as SUBAWARDEE is aware that Grant Funds will not be expended, SUBAWARDEE shall notify County in writing and return the unused allocation of Grant Funds to County.

H. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.

I. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CRF 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.

J. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:

   i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.

   ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all equipment valued under $5,000 to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

4. GRANT FUND PAYMENT.

A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.

   i. Quarter 1 (January–March): Payment request due April 15

ii. Quarter 2 (April–June): Payment request July 15

iii. Quarter 3 (July–September): Payment request October 15

iv. Quarter 4 (October–December): Payment request January 15

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.

D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES's decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES's failure to process, approve, or make payment in connection with any payment request.

E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.

F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE's use of the Grant Funds or SUBAWARDEE's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

A. Delivered personally to the person below, as of the date of delivery; or

B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or

C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title:	David Atkinson, Assistant Director of Emergency Services
Address:	2968 Richardson Dr. Auburn CA, 95603
Telephone:	530-886-5300
Email:	grants@placer.ca.gov

In the case of SUBAWARDEE, to:

Name, Title:	Rustin Banks, Chief
Address:	4080 Rocklin Road Rocklin, CA 95677
Telephone:	916-625-5400
Email:	PDAccountsPayable@rocklin.ca.us

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF ROCKLIN ("SUBAWARDEE")*

_____
Signature

Aly Zimmermann, City Manager
Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President

Date: _____

_____
Signature

Matthew McOmber, City Attorney
Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

COUNTY OF PLACER ("COUNTY")

_____
David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

EXHIBITS:
Exhibit A: Scope of Grant Activities
Exhibit B: CalOES Standard Assurances
Exhibit C: County Resolution No. 2022-128

Exhibit D: SUBAWARDEE Resolution No. TBD

EXHIBIT A
SCOPE OF GRANT ACTIVITIES

See Attachment A

EXHIBIT B
CalOES STANDARD ASSURANCES

See Attachment B

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

See Attachment C

EXHIBIT D
SUBAWARDEE RESOLUTION NO. TBD

View results

Respondent

14 Anonymous

356:57
Time to complete

1. Applicant Agency *

CITY OF ROCKLIN, POLICE DEPARTMENT

2. Applicant Address *

4080 ROCKLIN ROAD, ROCKLIN, CA 95677

3. Primary Contact Name *

SCOTT HORRILLO

4. Primary Contact Title *

CAPTAIN

5. Primary Contact Email *

SCOTT.HORRILLO@ROCKLIN.CA.US

6. Primary Contact Phone *

916-625-5425

7. Finance Contact Name *

KAREN SMITH

8. Finance Contact Title *

ADMINISTRATIVE ANALYST

9. Finance Contact Email *

KAREN.SMITH@ROCKLIN.CA.US

10. Finance Contact Phone *

916-625-5356

11. Project Title: (Brief Project Summary - 20 Words or Fewer) *

MOBILE ARMORED SHIELDS LEVEL III FOR SWAT TEAM PATROL VEHICLES

12. Funding Amount Requested *

$17,206.64

13. Is your agency willing to accept partial funding for your project? *

- (●) Yes
- ( ) No

14. Has a cost analysis been performed? *

- (●) Yes
- ( ) No

15. Are all costs reasonable, necessary, and allowable as defined in 2CFR Subpart E? https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E *

- (●) Yes
- ( ) No

16. Project Type *

- (●) Equipment
- ( ) Training
- ( ) Planning
- ( ) Exercise

17. Is your project deployable, shareable, or both? *

- ○ Deployable
- ○ Shareable
- ◉ Both

18. Does the project fulfill one of the following National Priorities? *

- ○ Enhancing the protection of soft targets/crowded places
- ○ Enhancing information and intelligence sharing and cooperation with federal agencies
- ◉ Combating domestic violent extremism
- ○ Enhancing community preparedness and resilience
- ○ Enhancing cybersecurity
- ○ Enhancing election security
- ○ This project does not satisfy a National Priority

19. Does the project fulfill one of the State Homeland Security Priorities? *

- ○ Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
- ○ Protect Critical Infrastructure and Key Resources from All Threats and Hazards
- ○ Strengthen Security and Preparedness Across Cyberspace
- ○ Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment
- ◉ Enhance Community Preparedness
- ○ Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
- ○ Improve Medical and Health Capabilities
- ○ Enhance Incident Recovery Capabilities
- ○ Strengthen Food and Agriculture Preparedness
- ○ Enhance Homeland Security Exercise, Evaluation, and Training Programs

20. Does the project fulfill one of the California State Investment Strategies? *

- ○ Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS
- ◉ Enhance the Protection of Soft Targets/Crowded Places
- ○ Enhance Cybersecurity
- ○ Address Emergent Threats
- ○ Combating Domestic Violent Extremism through Enhanced Intelligence Collection & Analysis, Training, and Community Resilience
- ○ Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
- ○ Enhance Medical and Public Health Preparedness
- ○ Strengthen Information Sharing and Collaboration
- ○ Enhance Community Capabilities through Multi-Jurisdictional/ Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Coordination, including Partnerships with Volunteers and Community Based Organizations and Programs
- ○ Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)

21. Project Description: Include the following information: **Who** the project is for (local HazMat Team, Fire Services, Law Enforcement, EOC, etc.); **what** the project entails (plans, equipment, training, exercises); **where** the project will take place (city, county, region); **when** the project will start and end (must be within the grant period of performance); **why** the project is necessary or what the intended benefit will be. (Limit 750 words) *

WHO: THIS PROJECT IS FOR THE ROCKLIN POLICE DEPARTMENT AND SWAT TEAM MEMBERS WORKING IN THE DEPARTMENT'S OPERATIONS DIVISION.

WHAT: THE ROCKLIN POLICE DEPARTMENT IS ASKING FOR FUNDING THAT WILL ALLOW THE DEPARTMENT TO PURCHASE FOUR NIJ LEVEL III BALLISTIC SHIELDS. THESE SHIELDS WILL OFFER OUR OFFICERS PROTECTION FROM RIFLE ROUNDS; THE SHIELDS HAVE BEEN TESTED TO PROTECT AGAINST 32 ROUNDS OF 5.56 MM AMMUNITION. THE SHIELD IS 38" X 18" AND ONLY WEIGHS 22 LBS.

THE LEVEL OF PROTECTION AND SIZE IS AN IDEAL MIX OF COVERAGE WHILE STILL BEING LIGHTWEIGHT TO OFFER MANEUVERABILITY AND PROLONGED USE WITHOUT TOO MUCH OFFICER FATIGUE.

WHERE: THE CITY OF ROCKLIN HAS AN INCORPORATED AREA OF APPROXIMATELY 20 SQUARE MILES AND A POPULATION OF 72,975 RESIDENTS. THE CITY HAS OVER 25 EDUCATIONAL FACILITIES, 23 CHURCHES OR RELIGIOUS FACILITIES AND AN INCREASING FOOTPRINT OF PLACER COUNTY GOVERNMENT BUILDINGS THAT INCLUDE THE HEALTH AND HUMAN SERVICES OFFICE AND THE UNDER-CONSTRUCTION COUNTY CLERK, RECORDER, ELECTIONS OFFICE. THE CITY'S EDUCATION FACILITIES HAVE OVER 32,000 STUDENTS. SOME OF THE LARGER EDUCATION FACILITIES ARE WILLIAM JESSUP UNIVERSITY, SIERRA COMMUNITY COLLEGE, ROCKLIN HIGH SCHOOL AND WHITNEY HIGH SCHOOL, THESE FOUR CAMPUSES ALONE HAVE A TOTAL POPULATION OF OVER 24,500 STUDENTS. THE CITY IS ALSO HOME TO OVER 23 CHURCHES OR RELIGIOUS FACILITIES.
THE DEPARTMENT'S OPERATIONAL PLAN FOR THE SWAT PATROL VEHICLES IS TO RESPOND QUICKLY AND SAFELY TO ANY THREAT OF MASS VIOLENCE OR MASS CASUALTIES, WHETHER IT BE AT AN EDUCATIONAL FACILITY, CHURCH OR RELIGIOUS FACILITY, ENTERTAINMENT COMPLEX, COMMERCIAL CENTER OR RESIDENCE. FUNDING OF FOUR NIJ LEVEL III SHIELDS WOULD BETTER PREPARE THE DEPARTMENT'S SWAT VEHICLE RESPONSE TO ANY INCIDENTS OF MASS VIOLENCE OR CASUALTIES.

WHEN: THIS PROJECT WILL START ONCE THE ROCKLIN POLICE DEPARTMENT'S GRANT REQUEST HAS BEEN APPROVED AND WE HAVE RECEIVED THE APPROVAL TO PURCHASE.

WHY: THE ROCKLIN POLICE DEPARTMENT'S SWAT TEAM IS AN ANCILLARY DUTY, MOST OF THE TEAM'S MEMBERS ARE ASSIGNED TO THE OPERATIONS DIVISION. THE POLICE DEPARTMENT HAS FOUR SPECIALIZED SWAT PATROL VEHICLES THAT ARE ASSIGNED TO SWAT TEAM MEMBERS FOR THEIR PATROL DUTIES. THESE SWAT PATROL VEHICLES WILL BE EQUIPPED WITH SIMILAR EQUIPMENT SWAT OFFICERS USE WHILE IN THEIR SWAT ROLE; DIVERSIONARY DEVICES, SMOKE GRENADES, RIFLES, AND BALLISTIC SHIELDS.
THE DEPARTMENT'S PLAN IS TO HAVE AT LEAST ONE OF THE EQUIPPED SWAT PATROL VEHICLES PATROLLING THE CITY 24 HOURS A DAY AND AVAILABLE TO QUICKLY RESPOND TO CRITICAL INCIDENTS WITH A SWAT TEAM MEMBER AND SWAT EQUIPMENT, THAT INCLUDES A LEVEL III SHIELD.
WE BELIEVE IT IS NOT ENOUGH TO HARDEN AND FORTIFY SOFT TARGETS SUCH AS COLLEGES, HIGH SCHOOLS, CHURCHES OR RELIGIOUS FACILITIES, MOVIE THEATERS, SHOPPING CENTERS OR OFFICE COMPLEXES. IN ORDER TO BETTER PROTECT LARGE GROUPS OF THE VULNERABLE WE MUST BE BETTER IN OUR PREPARATION AND RESPONSE TO THREATS WANTING TO HARM OUR STUDENTS, RESIDENTS, AND VISITORS. RIFLE CALIBER AMMUNITION IS READILY AVAILABLE AND ONE OF THE MOST DIFFICULT THREATS TO DEFEND AGAINST. WITH A PROVEN RIFLE SHIELD TO PROTECT THE FIRST RESPONDING ROCKLIN POLICE OFFICERS, THEY WILL HAVE A TOOL THAT ALLOWS THEM TO BE BETTER PREPARED TO SAVE LIVES AND ELIMINATE DEADLY THREATS.

22. Is this a regional/multi-agency or agency-specific project? If this is a regional/multi-agency project, which agency will take the lead? *

THIS IS AN AGENCY-SPECIFIC PROJECT.

23. Explain the **terrorism nexus** for this project. Give specific terrorism-related potential incidents and explain how your project (equipment, training, exercise, and plans) prevents such events. How does your project relate to the mission of Homeland Security "to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards"? *

THE GREATEST POTENTIAL TERRORISM THREAT TO THE PEOPLE THAT LIVE, WORK, AND PLAY IN ROCKLIN IS DOMESTIC TERRORISM. BASED ON THE NOVEMBER 2020 REPORT BY THE US DEPARTMENT OF HOMELAND SECURITY, DOMESTIC TERRORISM: DEFINITIONS, TERMINOLOGY, AND METHODOLOGY, DOMESTIC TERRORISM CAN INCLUDE ACTORS OR GROUPS MOTIVATED BY PERSONAL GRIEVANCES AND BELIEFS, BIAS RELATED TO RELIGION AS WELL AS ANTI-GOVERNMENT EXTREMISM.

BASED ON THE NUMBER OF SOFT TARGETS THAT CALL ROCKLIN HOME, SUCH AS SCHOOLS, CHURCHES, GOVERNMENT BUILDINGS AND ENTERTAINMENT AND SHOPPING CENTERS ROCKLIN HAS BEEN FORTUNATE TO AVOID ANY SIGNIFICANT TERRORISM RELATED EVENT.

IN ORDER FOR THE ROCKLIN POLICE DEPARTMENT TO ENSURE A SAFE AND SECURE HOMELAND, WE NEED TO BE PREPARED TO RESPOND AND FIGHT AGAINST A VARIETY OF THREATS. ONE OF THE THREATS THAT IS READILY AVAILABLE AND ALSO DIFFICULT TO DEFEND AGAINST IS A SEMI-AUTOMATIC 5.56 MM RIFLE. THESE RIFLES ARE HIGHLY ACCURATE AND VERY POWERFUL. GENERALLY, OUTSIDE OF ARMORED VEHICLES, LARGE HEAVY SHIELDS AND SMALL CHEST PLATES, LAW ENFORCEMENT DOES NOT HAVE THE TOOLS TO DEFEND AGAINST A 5.56 MM RIFLE. WE KNOW THAT MANY SUSPECTS IN MASS SHOOTINGS IN THE UNITED STATES HAVE USED THE 5.56 MM OR THE SIMILAR CIVILIAN VERSION .223 CALIBER IN DOMESTIC TERRORISM ATTACKS.
THE ROCKLIN POLICE DEPARTMENT HAS FOUND A BALLISTIC SHIELD (ARMORED MOBILITY, INC.) THAT IS PROVEN TO BE EFFECTIVE AGAINST 32 ROUNDS OF 5.56 MM AMMUNITION. THIS SHIELD WILL GIVE OUR OFFICERS CONFIDENCE TO RESPOND TO A GREATER THREAT LEVEL AND GIVING THEM THE OPPORTUNITY TO SAVE LIVES AND ELIMINATE THREATS.

24. If this project funds **Equipment**, please provide the Equipment Type, AEL Code, AEL Title, Quantity Needed, Unit Cost, and Total Cost.

EQUIPMENT TYPE: BALLISTIC SHIELD
AEL CODE: 01LE-01-SHLD
AEL TITLE: SHIELD, BALLISTIC, PROTECTION AGAINST SMALL ARMS
QUANTITY: 4
UNIT COST: $3,975.00
TOTAL COST: $17,206.64

25. If this project funds **Equipment,** please describe the jurisdiction's maintenance and sustainability plans for the item(s).

THIS PROJECT WILL FUND THE PURCHASE OF 4 MOBILE ARMORED SHIELDS TO BE USED WHEN OFFICERS ARE RESPONDING FOR ASSISTANCE THAT MAY ENCOUNTER GUNFIRE. THE EQUIPMENT WILL BE MAINTAINED AT THE DEPARTMENT AND INSPECTED REGULARLY. LIFE EXPECTANCY OF THE EQUIPMENT IS ESTIMATED AT 10 YEARS. ADDITIONAL OR REPLACEMENT UNITS WILL BE PURCHASED IN FUTURE YEARS, FUNDING PERMITTED.

26. If this project funds **Training**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost. and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR TRAINING.

27. If this project funds an **Exercise,** please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR AN EXERCISE.

28. If this project funds **Planning,** please provide the costs for Contractors, Consultants, Conferences, Meetings, Materials and Supply Costs, Travel Costs, and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR PLANNING.

View results

Respondent

8 Anonymous

1094:22
Time to complete

1. Applicant Agency *

CITY OF ROCKLIN, POLICE DEPARTMENT

2. Applicant Address *

4080 ROCKLIN ROAD, ROCKLIN, CA 95677

3. Primary Contact Name *

SCOTT HORRILLO

4. Primary Contact Title *

CAPTAIN

5. Primary Contact Email *

SCOTT.HORRILLO@ROCKLIN.CA.US

6. Primary Contact Phone *

916-625-5425

7. Finance Contact Name *

KAREN SMITH

8. Finance Contact Title *

ADMINISTRATIVE ANALYST

9. Finance Contact Email *

KAREN.SMITH@ROCKLIN.CA.US

10. Finance Contact Phone *

916-625-5356

11. Project Title: (Brief Project Summary - 20 Words or Fewer) *

WILDLAND FIRE RETARDANT UNIFORMS FOR OFFICER PROTECTION DURING MUTUAL AID OF UNCONTROLLED WILDFIRES

12. Funding Amount Requested *

$10,029.38

13. Is your agency willing to accept partial funding for your project? *

- (●) Yes
- ( ) No

14. Has a cost analysis been performed? *

- (●) Yes
- ( ) No

15. Are all costs reasonable, necessary, and allowable as defined in 2CFR Subpart E? https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E *

- (●) Yes
- ( ) No

16. Project Type *

- (●) Equipment
- ( ) Training
- ( ) Planning
- ( ) Exercise

17. Is your project deployable, shareable, or both? *

- ○ Deployable
- ○ Shareable
- ◉ Both

18. Does the project fulfill one of the following National Priorities? *

- ○ Enhancing the protection of soft targets/crowded places
- ○ Enhancing information and intelligence sharing and cooperation with federal agencies
- ○ Combating domestic violent extremism
- ◉ Enhancing community preparedness and resilience
- ○ Enhancing cybersecurity
- ○ Enhancing election security
- ○ This project does not satisfy a National Priority

19. Does the project fulfill one of the State Homeland Security Priorities? *

- ○ Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
- ○ Protect Critical Infrastructure and Key Resources from All Threats and Hazards
- ○ Strengthen Security and Preparedness Across Cyberspace
- ○ Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment
- ○ Enhance Community Preparedness
- ◉ Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
- ○ Improve Medical and Health Capabilities
- ○ Enhance Incident Recovery Capabilities
- ○ Strengthen Food and Agriculture Preparedness
- ○ Enhance Homeland Security Exercise, Evaluation, and Training Programs

20. Does the project fulfill one of the California State Investment Strategies? *

- ○ Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS
- ◉ Enhance the Protection of Soft Targets/Crowded Places
- ○ Enhance Cybersecurity
- ○ Address Emergent Threats
- ○ Combating Domestic Violent Extremism through Enhanced Intelligence Collection & Analysis, Training, and Community Resilience
- ○ Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
- ○ Enhance Medical and Public Health Preparedness
- ○ Strengthen Information Sharing and Collaboration
- ○ Enhance Community Capabilities through Multi-Jurisdictional/ Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Coordination, including Partnerships with Volunteers and Community Based Organizations and Programs
- ○ Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)

21. Project Description: Include the following information: **Who** the project is for (local HazMat Team, Fire Services, Law Enforcement, EOC, etc.); **what** the project entails (plans, equipment, training, exercises); **where** the project will take place (city, county, region); **when** the project will start and end (must be within the grant period of performance); **why** the project is necessary or what the intended benefit will be. (Limit 750 words) *

WHO: THIS PROJECT IS FOR ROCKLIN POLICE OFFICERS AND ANIMAL CONTROL OFFICERS.

WHAT: IF APPROVED, THIS GRANT WOULD PROVIDE FUNDING FOR THE ROCKLIN POLICE DEPARTMENT TO PURCHASE FIRE RETARDANT UNIFORMS FOR ROCKLIN POLICE OFFICERS AND ANIMAL CONTROL OFFICERS TO WEAR WHEN RESPONDING TO MUTUAL AID REQUESTS FOR EVACUATIONS, SECURITY, ROAD BLOCKS AND OTHER TASKS DURING LARGE UNCONTROLLED WILDFIRES.

WHERE: THE CITY OF ROCKLIN IS LOCATED IN NORTHERN CALIFORNIA DURING THE PAST FEW YEARS ROCKLIN POLICE OFFICERS AND ANIMAL CONTROL OFFICERS HAVE RESPONDED TO WILDFIRE MUTUAL AID REQUESTS IN NO LESS THAN 11 COUNTIES. IF APPROVED, EACH TIME A ROCKLIN POLICE OFFICER OR ANIMAL CONTROL OFFICER RESPONDS TO A WILDFIRE MUTUAL AID REQUEST THEY WILL BE EQUIPPED WITH A FIRE RETARDANT UNIFORM.

WHEN: THIS PROJECT WILL START ONCE THE ROCKLIN POLICE DEPARTMENT'S GRANT REQUEST HAS BEEN APPROVED AND WE HAVE RECEIVED THE APPROVAL TO PURCHASE. THE FIRE RETARDANT UNIFORMS CONTAIN NOMEX WHICH CAN LAST UP TO FIVE YEARS AND 125 WASHES WITHOUT COMPROMISING ITS PROTECTION.

WHY: THE ROCKLIN POLICE DEPARTMENT AIDS COUNTIES REQUESTING MUTUAL AID TO HELP PROTECT THEIR RESIDENTS, BUSINESSES, AND PROPERTY DURING UNCONTROLLED WILDFIRES. IT IS IMPORTANT FOR THE ROCKLIN POLICE DEPARTMENT TO PROVIDE APPROPRIATE SAFETY EQUIPMENT TO OUR EMPLOYEES DURING THESE WILDFIRE MUTUAL AID REQUESTS. THE HIGH COST OF THE WILDLAND FIRE RETARDANT PROTECTIVE GEAR IS AN OBSTACLE IN PROVIDING THE PROTECTIVE GEAR THROUGH STANDARD BUDGETARY FUNDING. WITHOUT THE GRANT FUNDING, IT WILL BE DIFFICULT FOR THE ROCKLIN POLICE DEPARTMENT TO PROVIDE FIRE RETARDANT PROTECTIVE GEAR TO OUR EMPLOYEES WE SEND TO AID COUNTIES WITH UNCONTROLLED WILDFIRES.

22. Is this a regional/multi-agency or agency-specific project? If this is a regional/multi-agency project, which agency will take the lead? *

THIS IS AN AGENCY-SPECIFIC PROJECT THAT WILL HAVE REGIONAL BENEFITS.

23. Explain the **terrorism nexus** for this project. Give specific terrorism-related potential incidents and explain how your project (equipment, training, exercise, and plans) prevents such events. How does your project relate to the mission of Homeland Security "to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards"? *

WHETHER AN UNCONTROLLED WILDFIRE IS THE RESULT OF PYRO-TERRORISM, EQUIPMENT MALFUNCTION, OR ACCIDENT THE RESULTS ARE SIMILAR; BUSINESSES ARE CLOSED, RESIDENTS ARE EVACUATED, AND THE COMMUNITY'S COLLECTIVE PEACE OF MIND IS DISTURBED. THE REQUESTED PROJECT FUNDS WILL NOT STOP UNCONTROLLED WILDFIRES, BUT IT WILL HELP TO PROTECT OUR OFFICERS ASSIGNED TO PRESERVE THE AFFECTED COMMUNITIES SUFFERING FROM LOOTING, SCAMS, AND CRIMINAL ACTS COMMITTED BY THOSE WITHOUT CONCERN FOR WHAT VICTIMS AND COMMUNITIES ARE EXPERIENCING.

24. If this project funds **Equipment**, please provide the Equipment Type, AEL Code, AEL Title, Quantity Needed, Unit Cost, and Total Cost.

PROTECTIVE CLOTHING
01WF-01-GARM
GARMENT, WILDLAND FIRE FIGHTING PROTECTIVE
QTY 22 SETS (TOP AND BOTTOM)
$450 PLUS PATCHES, SCREEN PRINTING, AND SALES TAX
$10,029.38

25. If this project funds **Equipment**, please describe the jurisdiction's maintenance and sustainability plans for the item(s).

THIS PROJECT WILL FUND THE PURCHASE OF 22 SETS OF WILDLAND FIRE RETARDANT UNIFORMS FOR ROCKLIN POLICE OFFICERS AND ANIMAL CONTROL OFFICERS TO USE WHEN RESPONDING FOR ASSISTANCE TO UNCONTROLLED WILDFIRES. THESE UNIFORMS WILL BE ASSIGNED WHEN OFFICERS ARE CALLED TO RESPOND IN AN AS-NEEDED BASIS. THESE UNIFORMS GENERALLY HAVE A LIFESPAN OF UP TO FIVE YEARS AND 125 WASHES WITHOUT COMPROMISING THEIR PROTECTION. THE DEPARTMENT HAS A SET OF CLOTHES WASHING AND DRYER MACHINES WHICH WILL BE USED TO CLEAN THE UNIFORMS AFTER EACH USE. IT IS ANTICIPATED THAT IN FISCAL YEAR 2028, THE DEPARTMENT WILL BUDGET REPLACEMENTS OF THESE UNIFORMS.

26. If this project funds **Training**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost. and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR TRAINING.

27. If this project funds an **Exercise**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR AN EXERCISE.

28. If this project funds **Planning**, please provide the costs for Contractors, Consultants, Conferences, Meetings, Materials and Supply Costs, Travel Costs, and Total Cost.

THIS PROJECT DOES NOT REQUEST GRANT FUNDING FOR PLANNING.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

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

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

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

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

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

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

Initials _____

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

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

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

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

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

4. Debarment and Suspension

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

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

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—

be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

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

7. Environmental Standards

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

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

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

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

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

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

12. **Reporting - Accountability**
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds,

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

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

16. Worker's Compensation

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

17. Property-Related

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

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)

which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

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

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

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

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

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

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

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

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

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

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

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

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

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

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

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION DESIGNATING COUNTY STAFF TO PERFORM ALL ACTIONS NECESSARY TO OBTAIN AND EXECUTE THE 2022, 2023, AND 2024 HOMELAND SECURITY GRANT PROGRAMS (HSGP)

Resolution No.: 2022-128

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 21, 2022, by the following vote on roll call:

Ayes: GORE, HOLMES, JONES, GUSTAFSON

Noes: NONE

Absent: WEYGANDT

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the County of Placer is a subgrantee of the State of California for the Federal Homeland Security Grant Program (HSGP) which is managed by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, CalOES requires the Board of Supervisors designate staff to perform all actions necessary to obtain and execute the 2022, 2023, and 2024 HSGP; and

WHEREAS, the Board confirms that the County Executive Officer, Deputy County Executive Officer, Assistant Director of Emergency Services, and Staff Services Manager are the appropriate designees to complete activities related to the administration of the HSGP.

BE IT RESOLVED, by the Board of Supervisors that the designated staff are authorized to perform all actions required to obtain and manage funds for the entirety of 2022, 2023, and 2024 HSGP performance periods. The foregoing Resolution was duly passed and adopted by the Board of Supervisors for the County of Placer, State of California at the regular meeting of the Board of Supervisors on June 21, 2022 by the vote listed above.

Attachment: Exhibit 1 – Governing Body Resolution

Governing Body Resolution

BE IT RESOLVED BY THE County of Placer Board of Supervisors
(Governing Body)

OF THE Placer County Office of Emergency Services *THAT*
(Name of Applicant)

County Executive Officer *OR*
(Name or Title of Authorized Agent)

Deputy County Executive Officer *OR*
(Name or Title of Authorized Agent)

Assistant Director of Emergency Services *OR*
(Name or Title of Authorized Agent)

Staff Services Manager .
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 21st day of June , 2022

Certification

I, Megan Wood , duly appointed and
(Name)

Clerk of the Board of the County of Placer
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Placer on the
(Governing body) (Name of Applicant)

21st day of June , 2022

Placer County Clerk of the Board
(Official Position)

Megan Wood
(Signature)

June 21, 2022
(Date)

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: South Whitney Mixed Use Project Open Space Easement

Date: May 28, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Riparian Area and Creek Protection) (South Whitney Mixed Use (DL2015-0001)).

Background:
On June 16, 2016, the City Council adopted Resolution No. 2016-179 approving a tentative parcel map (DL2015-0001) for the South Whitney Mixed Use Townhomes and Medical Center project and authorizing the subdivision of an approximately 2.8-acre parcel into two lots.

The project is located southwest of the intersections of South Whitney Boulevard and Sunset Boulevard (see Attachment 4, Location Map). The Assessor's Parcel Number is 016-240-039-000. The owner/applicant is Whitney Sunset 14 LLC, a California limited liability company.

Per a condition of approval on the tentative parcel map, an open space easement shall be recorded across the southwesterly portion of the site over the riparian habitat and the 50-foot top of bank setback line, which is the highlighted portion shown on Attachment 5, Open Space Easement.

Fiscal Impact:
There is no direct fiscal impact to the General Fund associated with this item. The property owner is responsible for maintenance of the open space easement area.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - Legal Description
3. Resolution Exhibit 2 - Open Space Easement
4. Location Map
5. Open Space Easement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING GRANT OF OPEN SPACE EASEMENT (RIPARIAN AREA AND CREEK PROTECTION) (South Whitney Mixed Use (DL2015-0001)

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

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

A. Approval of the Tentative Parcel Map for South Whitney Mixed Use (DL2015-0001) was conditioned on, among other things, dedication of an open space easement over portions of the real property included in the Tentative Parcel Map, which real property is described and shown in Exhibit 1 and Exhibit 2, attached hereto and by this reference incorporated herein;

B. The subdivider wishes to satisfy the above-described condition by offering to grant to the City of Rocklin an open space easement with covenants in the form attached hereto as Exhibit A;

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

D. The preservation of land as open space is in the best interest of the City of Rocklin and is important to the public for the enjoyment of scenic beauty for the following reasons:

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

2. It is in the public interest that the land remain in its natural state, including the trees and other natural growth, as a means of preventing floods;

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

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

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

Section 3. The City Clerk is directed to record the easement in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 28th day of May 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Exempt from Documentary Transfer Tax
Per Rev & Tax Code §11922

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS
(RIPARIAN AREA AND CREEK PROTECTION)
(South Whitney Mixed Use (DL2015-0001)

1. Whitney Sunset 14, LLC, a California Limited Liability Company ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as described and shown in Exhibit 1 and Exhibit 2, attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

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

a. Place, erect, construct, or maintain any improvement on the Open Space Property except as allowed by this open space easement, as required by City approved infrastructure, including as approved on the Design Review and Tentative Parcel Map documents for South Whitney Mixed Use (DR2014-0016/DL2015-0001), and except as required for other open space management for safety purpose, including open metal fencing and/or post and cable fencing;

b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention and flood control protection, erosion control, thinning, or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement (pursuant to the appropriate California Department of Fish and Wildlife permit). Grantor shall not plant any trees, shrubs, or other

vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement;

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

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

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

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

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

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

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

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

d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the open space property and to restore and revegetate the open space property to its natural state to the Director's satisfaction.

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

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

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

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

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

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

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

DATED:_____

GRANTOR:

Whitney Sunset 14, LLC, a California Limited Liability Company

_____
(*Name of Grantor*)

By:_____
(*Signature*)

_____
(*Type Name*)

_____
(*Type Title*)

GRANTOR-INSERT NOTARY ACKNOWLEDGEMENT HERE - REPLACE THIS PAGE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Open Space Easement with Covenants (Riparian Area and Creek Protection), dated_____from Whitney Sunset 14, LLC, a California Limited Liability Company, to the **City of Rocklin**, a California municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Rocklin pursuant to authority conferred by Resolution No. 2015-280, adopted on October 13, 2015 by the City Council of the City of Rocklin, and the City of Rocklin consents to recordation thereof by its duly authorized officer.

Dated:_____

By:_____
Aly Zimmermann, City Manager

EXHIBIT 1 and EXHIBIT 2

(Legal Description and Map of Boundaries of Open Space Easement)

EXHIBIT "1"
LEGAL DESCRIPTION
OPEN SPACE EASEMENT

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M., BEING A PORTION OF LOT 103, AS SHOWN ON THE PLAT OF "SUNSET PARK UNIT NO. 1", FILED ON FEBRUARY 25, 1963, IN BOOK H OF MAPS, AT PAGE 2, PLACER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 103; THENCE FROM SAID **POINT OF BEGINNING**, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 103, NORTH 62°48'10" WEST, 77.56 FEET; THENCE, LEAVING SAID SOUTHEASTERLY BOUNDARY, NORTH 27°11'50" EAST, 8.27 FEET; THENCE NORTH 36°38'09" EAST, 54.37 FEET; THENCE NORTH 47°17'27" WEST, 12.67 FEET; THENCE NORTH 34°43'09" WEST, 11.52 FEET; THENCE NORTH 42°42'33" EAST, 6.14 FEET; THENCE SOUTH 84°57'20" EAST, 12.97 FEET; THENCE NORTH 69°12'20" EAST, 20.21 FEET; THENCE NORTH 15°56'43" EAST, 25.85 FEET; THENCE NORTH 51°47'47" EAST, 22.01 FEET; THENCE NORTH 28°22'40" EAST, 9.79 FEET; THENCE NORTH 08°42'41" EAST, 22.82 FEET; THENCE NORTH 27°53'50" EAST, 19.08 FEET; THENCE NORTH 36°21'16" EAST, 7.59 FEET; THENCE NORTH 07°30'06" WEST, 29.01 FEET; THENCE NORTH 18°57'23" EAST, 70.36 FEET; THENCE NORTH 51°27'29" EAST, 16.62 FEET; THENCE NORTH 02°08'20" WEST, 29.35 FEET; THENCE NORTH 13°30'58" WEST, 26.75 FEET; THENCE NORTH 26°21'45" WEST, 18.25 FEET; THENCE NORTH 13°34'38" WEST, 2.94 FEET; THENCE NORTH 13°42'33" EAST, 8.86 FEET; THENCE NORTH 13°31'15" WEST, 24.54 FEET; THENCE NORTH 31°16'45" EAST, 78.25 FEET; THENCE NORTH 42°05'48" EAST, 38.01 FEET; THENCE NORTH 74°22'16" EAST, 18.88 FEET; THENCE NORTH 61°36'29" EAST, 135.73 FEET; THENCE NORTH 75°41'09" EAST, 24.84 FEET; THENCE SOUTH 89°56'04" EAST, 8.62 FEET TO THE BOUNDARY OF SAID LOT 103; THENCE, ALONG SAID BOUNDARY, THE FOLLOWING FIVE (5) COURSES:

(1) SOUTH 31°44'41" EAST, 16.35 FEET;

(2) SOUTH 59°50'13" WEST, 170.37 FEET;

(3) SOUTH 30°26'56" WEST, 98.19 FEET;

(4) SOUTH 02°27'53" EAST, 151.14 FEET;

(5) SOUTH 21°20'13" WEST, 274.84 FEET TO THE **POINT OF BEGINNING**.

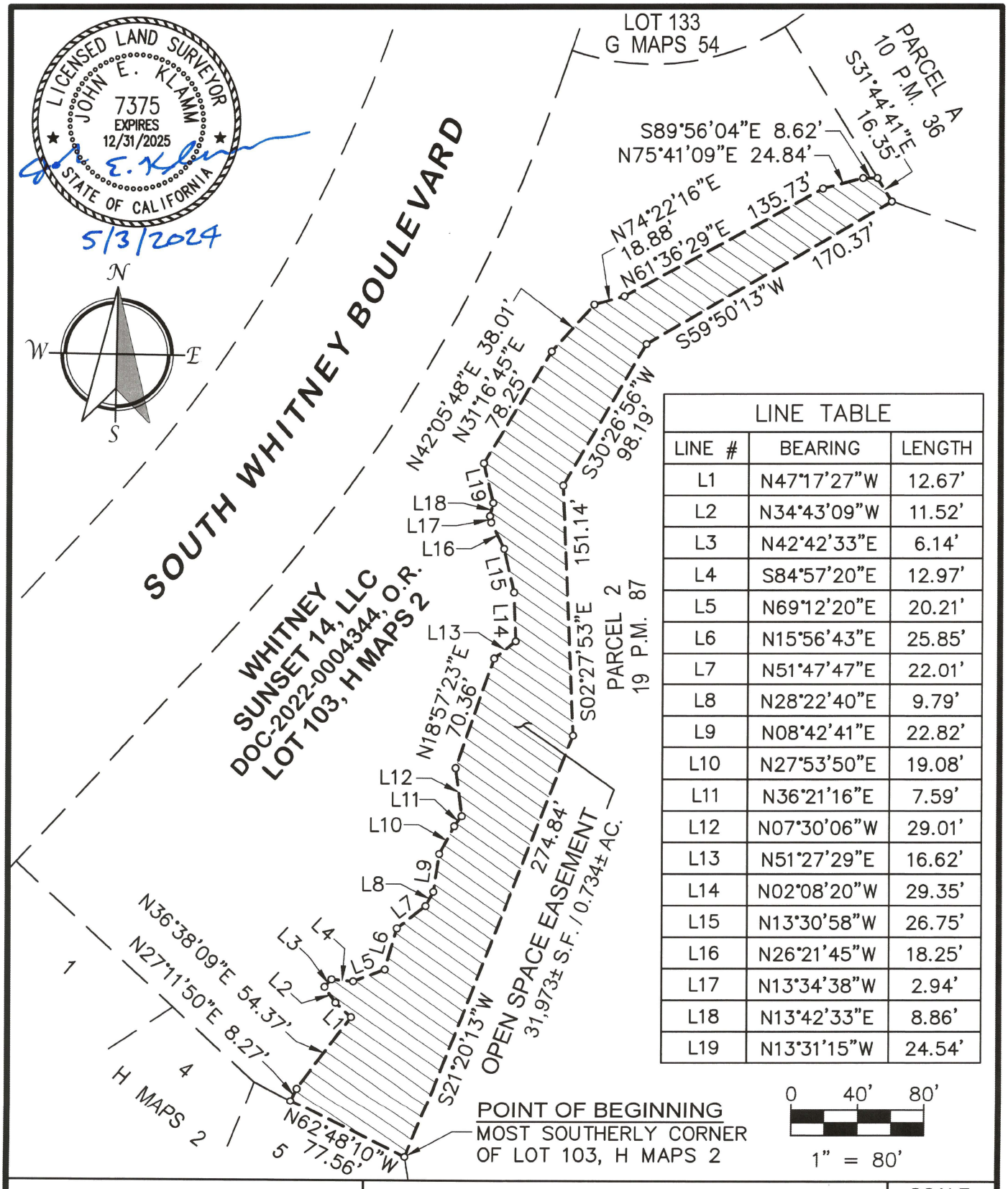
CONTAINING 31,973 SQUARE FEET OR 0.734 ACRE, MORE OR LESS.

AS SHOWN ON EXHIBIT "2", ATTACHED HERETO AN MADE A PART HEREOF.

J. E. Klamm
JOHN E. KLAMM, L.S. 7375

5/3/2024
DATE





LICENSED LAND SURVEYOR
JOHN E. KLAMM
7375
EXPIRES
12/31/2025
STATE OF CALIFORNIA

5/3/2024

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N47°17'27"W	12.67'
L2	N34°43'09"W	11.52'
L3	N42°42'33"E	6.14'
L4	S84°57'20"E	12.97'
L5	N69°12'20"E	20.21'
L6	N15°56'43"E	25.85'
L7	N51°47'47"E	22.01'
L8	N28°22'40"E	9.79'
L9	N08°42'41"E	22.82'
L10	N27°53'50"E	19.08'
L11	N36°21'16"E	7.59'
L12	N07°30'06"W	29.01'
L13	N51°27'29"E	16.62'
L14	N02°08'20"W	29.35'
L15	N13°30'58"W	26.75'
L16	N26°21'45"W	18.25'
L17	N13°34'38"W	2.94'
L18	N13°42'33"E	8.86'
L19	N13°31'15"W	24.54'

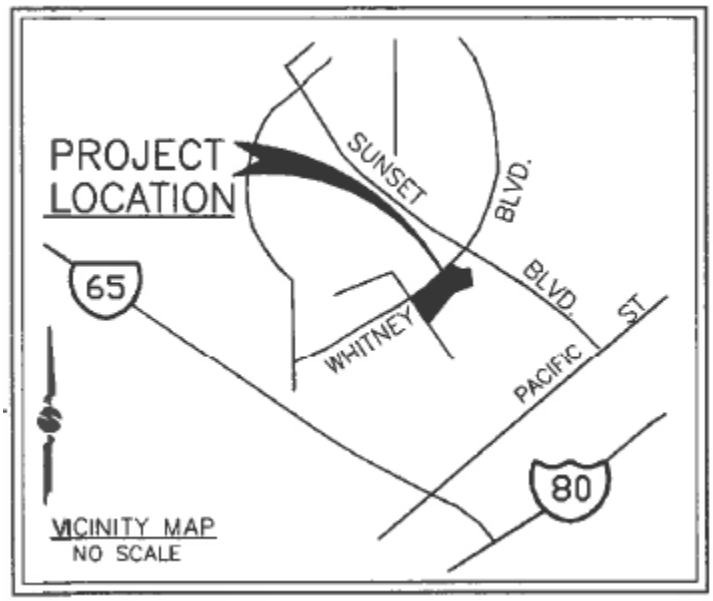
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

EXHIBIT "2"
OPEN SPACE EASEMENT
CITY OF ROCKLIN, COUNTY OF PLACER
STATE OF CALIFORNIA

SCALE: 1"=80'
DATE: 04/25/2024
SHEET 1 OF 1

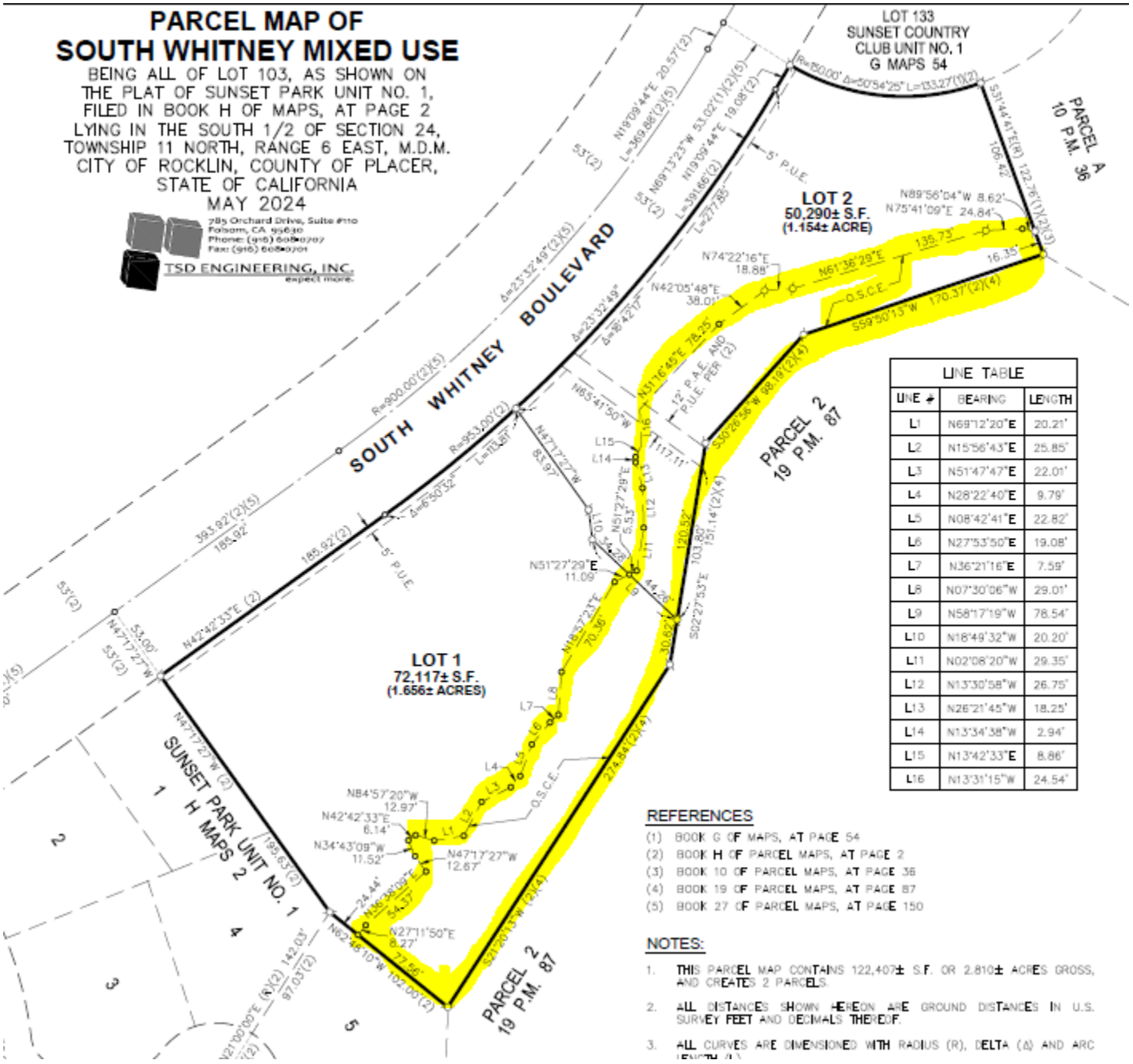
ATTACHMENT 4

LOCATION MAP



ATTACHMENT 5

OPEN SPACE EASEMENT



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Unit 49 Final Map

Date: May 28, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of the Rocklin Approving the Final Map of Whitney Ranch Unit 49 Subdivision/(SD2021-0003) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Whitney Ranch Unit 49 Subdivision/(SD2021-0003).

Background:

The tentative subdivision map for Whitney Ranch Unit 49 Subdivision/(SD2021-0003) was approved by the City Council on December 13, 2022 per Resolution No. 2022-267. This action authorized the subdivision of the approximately 19.9-acre site into 60 single-family residential lots and three (3) landscape lots.

The project is located at the northeast corner of Whitney Ranch Parkway and Songbird Way, and bounded by Laredo Drive, Old Ranch House Road, and Songbird Way. The owner/applicant (i.e., Developer) is Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership.

Approval of a final map is procedural in nature. Per Section 66474.1 of the Subdivision Map Act, a legislative body cannot deny approval of a final map if it is found to be in substantial compliance with the previously approved tentative map.

The final map is technically correct. The Developer has paid all fees and satisfied all conditions of approval. The construction of the improvements associated with this map are partially complete and the Developer has guaranteed the outstanding items of work via a Subdivision Improvement Agreement (Attachment 3) and a Subdivision Landscape Agreement (Attachment 6). Staff recommends the City Council approve the final map and approve and authorize the execution of both agreements.

Fiscal Impact:
Landscape Lots A, B, and C are offered for dedication in fee to the City as shown on the final map, which lots will be maintained by the City upon recordation of a Notice of Completion.

Maintenance costs for the landscape lots will be funded through Community Facilities District No. 5.

ATTACHMENTS:
1. Resolution A - Final Map and Subdivision Improvement Agreement
2. Resolution A Exhibit A - Final Map
3. Resolution A Exhibit B - Subdivision Improvement Agreement
4. Resolution A Exhibit 1 to Exhibit B - Subdivision Improvement Agreement Plat
5. Resolution B - Subdivision Landscape Agreement
6. Resolution B Exhibit A - Subdivision Landscape Agreement
7. Resolution B Exhibit 1 to Exhibit A - Subdivision Landscape Agreement Plat

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE FINAL MAP OF
WHITNEY RANCH UNIT 49 SUBDIVISION/(SD2021-0003)
AND APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT AGREEMENT

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

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

A. That a tentative subdivision map for the subdivision known as Whitney Ranch Unit 49 Subdivision/(SD2021-0003) (the "Subdivision") and as submitted by Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership (the "Subdivider") was approved subject to certain conditions;

B. That the Subdivider has fully satisfied all said conditions, except for certain Subdivision improvements, if any, that have not been completed and accepted, and as to those improvements Subdivider has executed and provided security for a Subdivision Improvement Agreement obligating Subdivider to complete the improvements within a specified period of time. Subdivider now desires to record a final map for the Subdivision;

C. That the City Surveyor has reviewed the final map for the Subdivision and has determined that it substantially conforms to the approved tentative map and all conditions and requirements of that approval, and now recommends approval of the final map.

Section 2. The City Council hereby approves the final map for the Subdivision attached hereto as Exhibit A and by this reference incorporated herein, and accepts on behalf of the public the dedication of the streets, landscape lots, and the easements shown and offered on the final map for the Subdivision, subject to improvement of said easements and acceptance of the easements by the City.

Section 3. The Subdivision Improvement Agreement attached hereto as Exhibit B and by this reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 4. The City Clerk is hereby authorized and directed to record the final map for the Subdivision, and all related documents referred to in this Resolution, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
FINAL MAP

FINAL MAP OF
WHITNEY RANCH UNIT 49

A PORTION OF LOT A AS SHOWN ON THE
"WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR
RECORD IN BOOK Z OF MAPS, AT PAGE 94
BEING A PORTION OF SECTIONS 1 & 2,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2024

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION, AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP, AND IRREVOCABLY OFFER FOR DEDICATION, IN FEE TO THE PUBLIC, THE COURTS, DRIVE AND LOOP AS SHOWN HEREON, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; TOGETHER WITH UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS BANDERA DRIVE, BLACKPOINT COURT, GALLOP COURT, PETTICOAT COURT, AND SIDEWINDER LOOP SHOWN HEREON TOGETHER WITH THOSE STRIPS OF LAND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

B. A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS LOTS A, B & C.

WE DO HEREBY IRREVOCABLY OFFER TO DEDICATE, IN FEE, TO THE CITY OF ROCKLIN THE FOLLOWING PARCELS FOR THE PARTICULAR PURPOSES STATED.

1. LOTS A, B & C FOR LANDSCAPING.

ANTHEM WHITNEY RANCH HOMES LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP

BY: ANTHEM WHITNEY RANCH HOMES MANAGEMENT LLC,
A WASHINGTON LIMITED LIABILITY COMPANY
ITS: GENERAL PARNTER

BY: _____ BY: _____
BRIAN MOORE, VICE PRESIDENT
MATT GUSTUS, VICE PRESIDENT

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ , 2024, BEFORE ME,_____, NOTARY PUBLIC

PERSONALLY APPEARED,_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

RECONVEYANCE STATEMENT:

SUBDIVIDER: ANTHEM WHITNEY RANCH HOMES LIMITED PARTNERSHIP
3001 DOUGLAS BLVD, SUITE 200
ROSEVILLE, CA, 95661-3809

THE ABOVE MENTIONED SUBDIVIDER DOES HEREON IRREVOCABLY OFFER FOR DEDICATION IN FEE TO THE CITY OF ROCKLIN THAT LAND AS STATED IN THE OWNER'S STATEMENT. PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, IF THE CITY OF ROCKLIN DETERMINES THAT THE SAME PUBLIC PURPOSES FOR WHICH THE ABOVE MENTIONED DEDICATED PROPERTY WAS DEDICATED DOES NOT EXIST, THE CITY OF ROCKLIN SHALL RECONVEY THE PROPERTY TO THE ABOVE NAMED SUBDIVIDER, OR ITS SUCCESSORS IN INTEREST.

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ , 2024, BEFORE ME,_____, NOTARY PUBLIC

PERSONALLY APPEARED,_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "WHITNEY RANCH UNIT 49" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM WHITNEY RANCH HOMES LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, IN NOVEMBER 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2024; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
BRADEN BARNUM, L.S. 8507 DATE
EXPIRES 12-31-24

LICENSED PROFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-24
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, LARRY M. WING, CITY SURVEYOR, CITY OF ROCKLIN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP; THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ _____
LARRY M. WING, RCE 29836 DATE
CITY SURVEYOR, CITY OF ROCKLIN
LICENSE EXPIRES DATE: 3/31/25

CITY CLERK'S STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE _____ DAY OF _____, 2024, BY RESOLUTION NO. _____, DID APPROVE THIS FINAL MAP OF "WHITNEY RANCH UNIT 49", (SD2021-0003), AND ACCEPTED, ON BEHALF OF THE CITY OF ROCKLIN AND THE PUBLIC, ALL PARCELS OF LAND OFFERED HEREON FOR DEDICATION IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION SUBJECT TO COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS, AND FURTHER ACCEPTED, ON BEHALF OF THE PUBLIC AND UTILITY AGENCIES, THE EASEMENTS FOR PUBLIC UTILITY PURPOSES IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

_____ _____
AVINTA SINGH, CITY CLERK, CITY OF ROCKLIN DATE

RECORDER'S STATEMENT:

ACCEPTED FOR RECORDATION AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF CENTERPOINT ENGINEERING AT _____ MINUTES AFTER _____O'CLOCK _____.M ON THE _____ DAY OF _____ 2024, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

FILE NO. _____ RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

BASIS OF BEARING:

THE CENTERLINE OF LAREDO DRIVE BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, AS SHOWN ON THE FINAL MAP OF "WHITNEY RANCH PHASE II–B LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 16, OF PLACER COUNTY RECORDS. THE BEARING OF WHICH IS TAKEN AS NORTH 76°42'05" EAST.

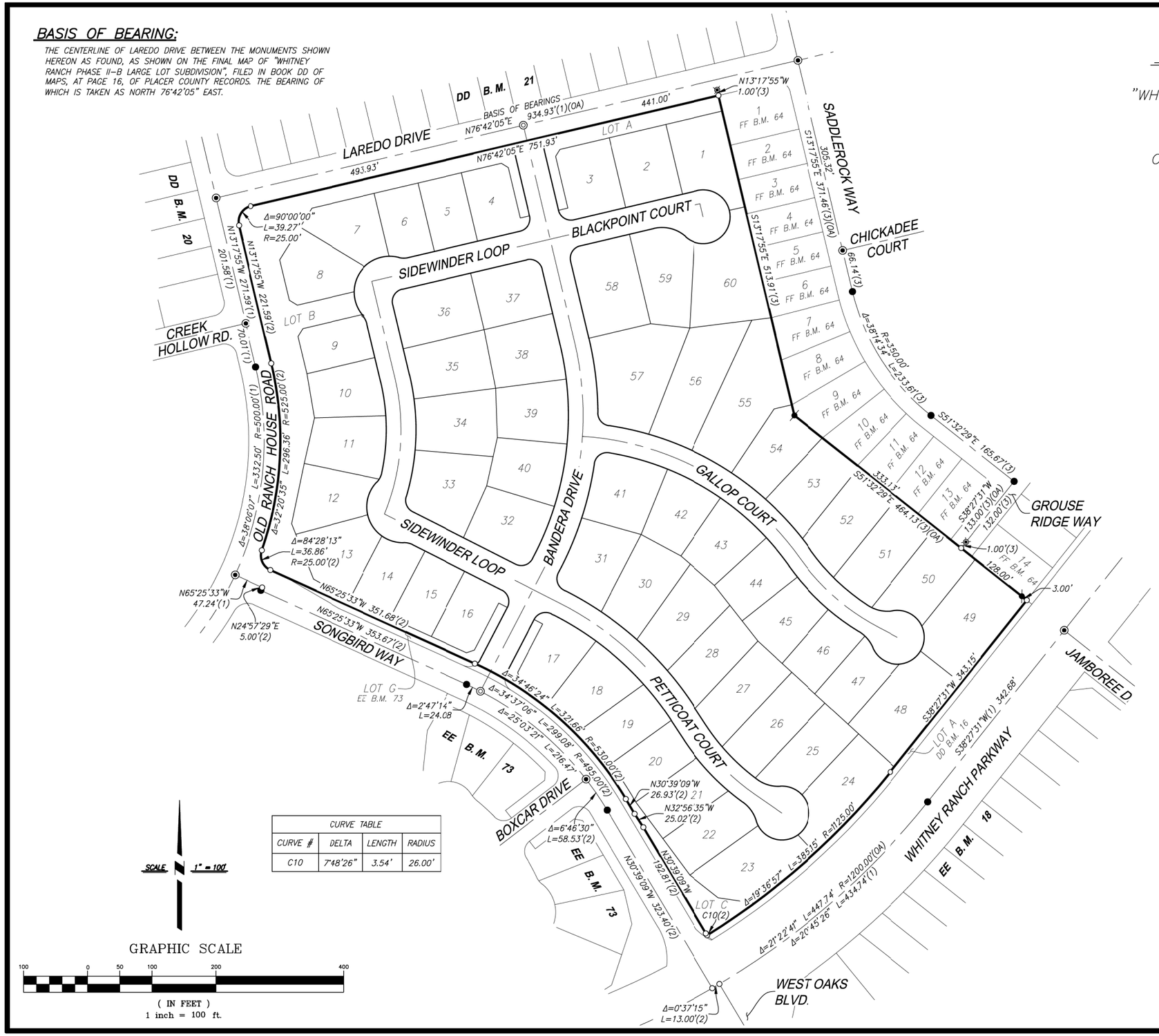
FINAL MAP OF
WHITNEY RANCH UNIT 49

A PORTION OF LOT A AS SHOWN ON THE
"WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR
RECORD IN BOOK Z OF MAPS, AT PAGE 94
BEING A PORTION OF SECTIONS 1 & 2,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2024

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

NOTES:

1. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. THE TOTAL AREA FOR THIS SUBDIVISION IS 19.892± ACRES, CONSISTING OF 60 NUMBERED LOTS AND 3 LETTERED LOTS.
3. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
4. THE BOUNDARY SHOWN HEREON MATCHES THE BOUNDARY OF THE "SCHOOL SITE" AS SHOWN ON WHITNEY RANCH PHASE II–B LARGE LOT SUBDIVISION" RECORDED IN BOOK DD OF MAPS, PAGE 16 AND THE GRANT DEED IN DOC. NO 2023–0044219.
5. THE LOTS SHOWN HEREON SHALL BE MADE SUBJECT TO THE "RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITNEY RANCH" RECORDED AS DOCUMENT NO. 2005–0096783, BY A DECLARATION OF ANNEXATION TO BE RECORDED SUBSEQUENT TO THIS FINAL MAP OF "WHITNEY RANCH UNIT 49".



CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C10	7°48'26"	3.54'	26.00'

SCALE 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

- DIMENSION POINT
- FOUND ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 6947"
- FOUND 1" BRASS DISK IN CONCRETE STAMPED "LS 6947"
- FOUND 2" BRASS CAP STAMPED "LS 6947" IN MONUMENT WELL
- SET RAILROAD SPIKE STAMPED "LS 8507"
- SET ¾" IRON PIPE WITH YELLOW CAP STAMPED "LS 8507"
- SET GASH IN TOP OF WALL
- SET 2" BRASS CAP STAMPED "LS 8507" IN MONUMENT WELL
- EACH FRONT LOT CORNER IS MONUMENTED WITH A 1" COPPER DISC STAMPED "LS 8507" SET IN THE SIDEWALK ON THE PROJECTION OF THE SIDE LOT LINE 1.00' FROM THE FRONT LOT CORNER.

P.U.E. PUBLIC UTILITY EASEMENT
(OA) OVER–ALL COURSE
(R) RADIAL BEARING
(1) RECORD PER BOOK DD OF MAPS, PAGE 16
(2) RECORD PER BOOK EE OF MAPS, PAGE 73
(3) RECORD PER BOOK FF OF MAPS, PAGE 64

BOOK___OF MAPS, PAGE___

FINAL MAP OF
WHITNEY RANCH UNIT 49

A PORTION OF LOT A AS SHOWN ON THE "WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK Z OF MAPS, AT PAGE 94
BEING A PORTION OF SECTIONS 1 & 2, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2024

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N76°42'05"E	15.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	27°54'20"	14.61'	30.00'
C2	27°54'20"	14.61'	30.00'
C5	31°34'09"	16.53'	30.00'

SCALE 1" = 50'

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

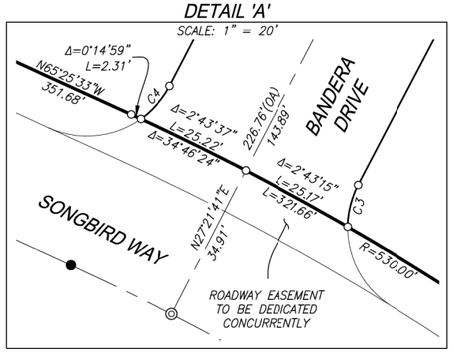
SD2021-0003 SHEET 3 OF 5

201

SEE SHEET 3

OLD RANCH HOUSE ROAD
Δ=38°06'07" L=332.50' R=500.00'
Δ=32°20'35" L=296.36' R=525.00'
25'
N11°42'10"E 96.08'
N78°17'50"W 120.51'
Δ=11°37'48" L=6.09'
Δ=56°10'20" L=54.90'
Δ=41°46'50" L=40.84'
R=56.00'
Δ=134°27'40" L=131.36'
N74°56'47"E 117.37'
17.71'
N21°20'44"W 93.00'
75.29'
LOT B
50,127± SF
R=25.00'
Δ=88°44'28" L=38.86
N65°25'33"W 47.24'
N24°57'29"E 5.00'
SONGBIRD WAY
N65°25'33"W 351.68'(2)
N65°25'33"W 353.67'(2)
N65°25'33"W 210.16'
LOT G
EE B.M. 73
23'
11
12
9,737± SF
13
10,469± SF
14
8,032± SF
15
8,131± SF
16
8,099± SF
17
9,049± SF
18
9,993± SF
19
8,422± SF
20
8,219± SF
21
22
34
39
40
9,818± SF
33
12,844± SF
32
10,946± SF
41
11,423± SF
42
9,193± SF
43
9,193± SF
44
8,204± SF
45
8,979± SF
46
47
50
51
52
11,593± SF
53
10,622± SF
54
10,190± SF
55
56
57
31
10,972± SF
30
11,285± SF
29
11,334± SF
28
10,153± SF
27
10,992± SF
26
25
LOT C
11,513± SF
Δ=35°23'06" L=216.16' R=350.00'
Δ=29°35'40" L=192.66' R=373.00'
Δ=11°26'11" L=74.45'
Δ=40°39'36" L=354.83' R=500.00'
Δ=11°57'26" L=99.55'
Δ=40°39'36" L=338.50' R=477.00'
Δ=23°35'04" L=205.61'
Δ=9°31'33" L=86.95' R=523.00'
Δ=19°03'06" L=173.90'
Δ=9°31'33" L=86.95'
Δ=1°2'40"33" L=94.91'
Δ=91°00'46" L=31.77' R=20.00'
Δ=45°33'08" L=341.07' R=429.00'
Δ=12°40'33" L=94.91'
Δ=46°26'57" L=381.84' R=471.00'
Δ=51°05'52" L=401.32' R=450.00'
Δ=8°10'06" L=67.15'
Δ=10°16'22" L=84.45'
Δ=2°45'45" L=22.71'
Δ=9°37'27" L=55.26'
Δ=21°43'38" L=124.76' R=329.00'
Δ=27°11'24" L=166.09' R=350.00'
Δ=10°57'33" L=70.42'
Δ=23°17'56" L=150.86' R=371.00'
Δ=7°31'28" L=56.34'
Δ=3°22'49" L=21.89'
Δ=12°40'33" L=94.91'
Δ=7°31'28" L=68.43'
Δ=7°15'42" L=41.70'
Δ=20°16'37" L=116.43' R=329.00'
Δ=22°02'23" L=134.63' R=350.00'
Δ=20°52'08" L=135.13' R=371.00'
Δ=7°46'15" L=70.66'
Δ=29°49'51" L=271.26' R=521.00'
Δ=7°28'01" L=67.90'
Δ=29°49'51" L=260.32' R=500.00'
Δ=12°04'03" L=249.39' R=475.00'
Δ=5°57'35" L=100.89'
Δ=8°26'54" L=70.63'
Δ=5°16'44" L=34.18'
Δ=20°52'08" L=135.13' R=371.00'
Δ=9°18'54" L=77.87'
Δ=89°36'44" L=31.28' R=20.00'
Δ=79°19'20" L=27.69' R=20.00'
Δ=89°36'44" L=31.28' R=20.00'
Δ=90°23'16" L=31.55' R=20.00'
Δ=27°54'20" L=14.61' R=30.00'
Δ=90°23'16" L=31.55' R=20.00'
Δ=7°04'02" L=64.26'
Δ=6°59'46" L=65.94'
Δ=34°46'24" L=321.66' R=530.00'(2)
Δ=34°37'06" L=299.08' R=495.00'(2)
Δ=25°03'21" L=216.47'
Δ=6°46'30" L=58.53'(2)
Δ=2°47'14" L=24.08'
SIDEWINDER LOOP
BANDERA DRIVE
GALLOP COURT
PETTICOAT COURT
BOXCAR DRIVE
SEE DETAIL "B"
N84°35'11"W(R) 109.16'
N85°08'26"W(R) 122.80'
N12°22'20"E 77.28'
N12°22'20"E 46.60'
N73°02'03"W 110.41'
N24°01'39"E 88.85'
12.5' P.U.E.
10' P.U.E.
88.45'
180.24'
N63°01'35"W 306.61'(O/A)
260.42'
90.80'
5.23'
47.96'
46.19'
156.36'
70.00'
21.50'
64.87'
8.92'
56.14'
70.08'
61.08'
91.96'
94.82'
3.96'
N27°21'41"E 226.76'(O/A)
143.89'
N27°21'41"E 114.68'
N27°21'41"E 82.72'
N70°58'04"E 13.03'
N16°14'42"W 13.64'
N37°28'15"E 119.08'
N54°08'59"E 120.68'
N54°08'59"E 116.36'
N30°39'09"W 10.55'
N54°08'59"E 117.70'
N30°39'09"W 323.40'(2)
N27°21'41"E 111.17'
N27°21'41"E 117.82'
N27°21'41"E 85.30'
N27°19'45"E 136.13'
N35°18'09"E 144.64'
N74°15'48"W 96.28'
N61°39'49"W 70.43'
N48°59'16"W 19.60'
N34°40'28"E(R) 110.00'
N21°59'55"E(R) 110.00'
N47°21'01"E(R) 110.00'
N51°29'40"E(R) 110.00'
N43°59'00"E 142.02'
N42°56'39"E 144.19'
N42°56'39"E 159.46'
N40°37'09"E(R) 111.14'
N38°27'31"E 143.02'
N38°27'31"E 160.01'
N43°01'01"E 130.94'
N13°40'16"E(R) 120.12'
N76°42'05"E 28.37'
S13°17'55"E 513.91'(O/A)
S51°32'29"E 464.13'(O/A)
17.18'
56.47'
75.00'
76.00'
N62°18'55"W 32.58'
N55°14'08"W 51.68'
N33°11'44"W 37.33'
N38°03'01"W 70.23'
N47°14'03"W 51.65'
72.00'
290.25'
20.35'
39.26'
70.87'
39.92'
110.15'
37.33'
36.97'
31.92'
31.33'
5.41'
0.46'
6.61'
2.91'
3.96'
L2
L3(2)
L4(2)
C3
C4
C5
C6
C12
C13

DETAIL 'A'
SCALE: 1" = 20'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N32°56'35"W	25.02'
L4	N30°39'09"W	26.93'
L2	N62°38'19"W	15.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C3	26°51'29"	9.38'	20.00'
C4	27°13'46"	9.50'	20.00'
C5	31°34'09"	16.53'	30.00'
C6	36°26'55"	35.62'	56.00'
C12	29°04'33"	268.96'	530.00'
C13	26°56'59"	253.99'	540.00'

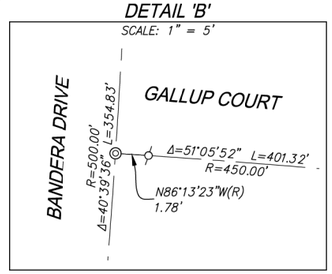
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

SCALE 1" = 50'

DETAIL 'B'
SCALE: 1" = 5'

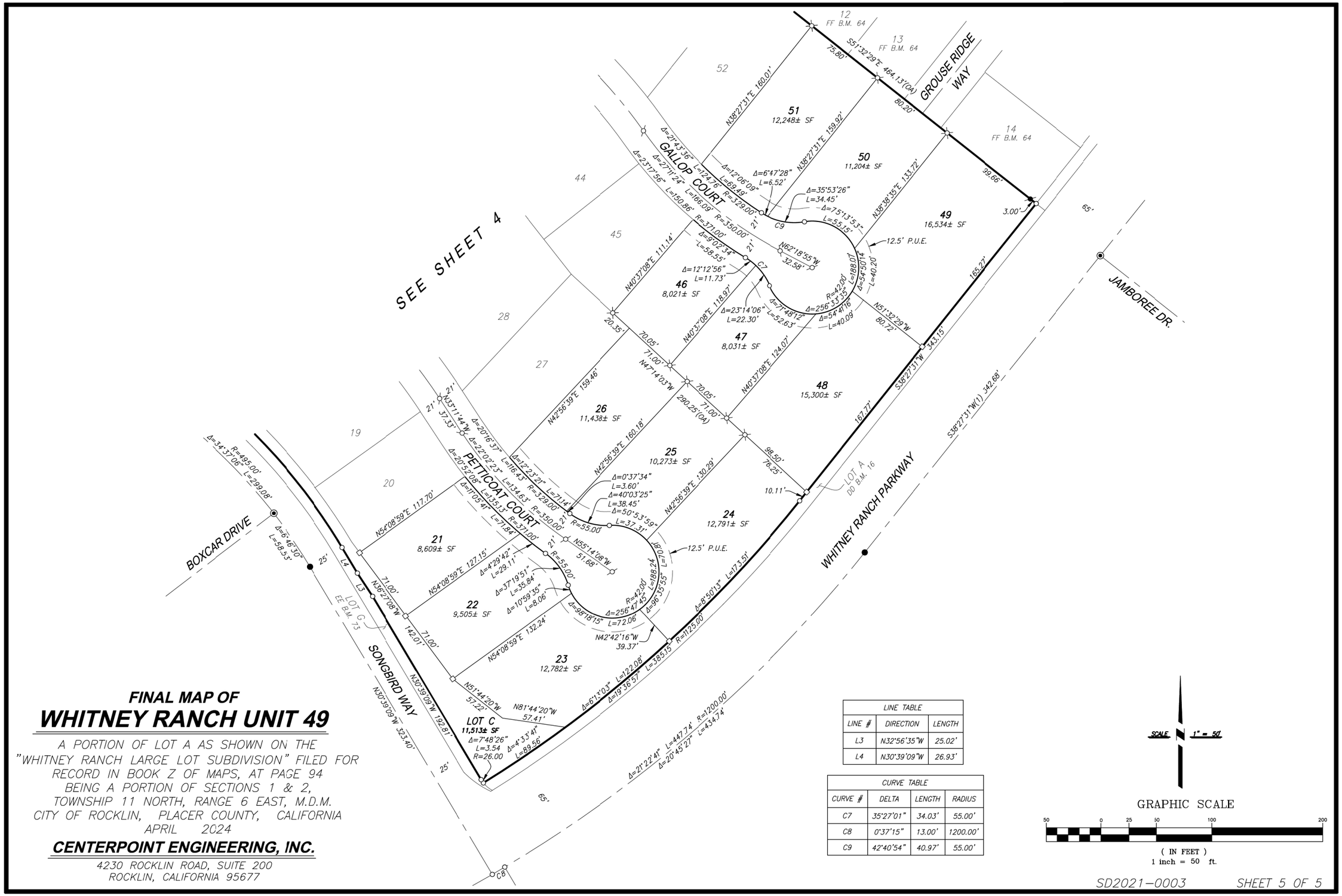


SEE SHEET 5

FINAL MAP OF
WHITNEY RANCH UNIT 49

A PORTION OF LOT A AS SHOWN ON THE
"WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR
RECORD IN BOOK Z OF MAPS, AT PAGE 94
BEING A PORTION OF SECTIONS 1 & 2,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2024

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677



FINAL MAP OF

WHITNEY RANCH UNIT 49

A PORTION OF LOT A AS SHOWN ON THE
"WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR
RECORD IN BOOK Z OF MAPS, AT PAGE 94
BEING A PORTION OF SECTIONS 1 & 2,
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2024

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN ROAD, SUITE 200
ROCKLIN, CALIFORNIA 95677

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N32°56'35"W	25.02'
L4	N30°39'09"W	26.93'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C7	35°27'01"	34.03'	55.00'
C8	0°37'15"	13.00'	1200.00'
C9	42°40'54"	40.97'	55.00'

SCALE 1" = 50'

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

SD2021-0003 SHEET 5 OF 5

EXHIBIT B
SUBDIVISION IMPROVEMENT AGREEMENT

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

No Fee Per Gov't Code §27383

Subdivision Name: Whitney Ranch Unit 49
Subdivision No.: SD2021-0003
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership
Effective Date: May 28, 2024

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," and Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership, hereinafter called "Principal," on the 28th day of May, 2024.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Ranch Unit 49 ("the Subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the Map"), in substantial conformity with the approved tentative map. A copy of the plat of the Map is attached hereto as Exhibit 1 and by this reference incorporated herein.

3. City has approved the Map, subject to the execution of this Agreement.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the Map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. **Acceptance of Easements.** City hereby accepts on behalf of the public all easements offered for dedication on the Map, in accordance with the conditions hereinafter set forth.

7. **Improvements.** Principal agrees to complete all the works of improvement ("the Improvements") required for the Subdivision as shown on the final improvement plans for the Subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the Improvements. Such work will be completed within twelve **(12) months** of the date of this Agreement.

8. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, the Standard Specifications and the conditions of approval of the tentative Subdivision Map, City agrees to issue a Notice of Completion of the work and accept any on-site or off-site easements, subject to the provisions of Paragraph 10 hereof.

9. **Notice Regarding Construction.** Principal shall notify the City Engineer 48 hours prior to commencement of construction of the Improvements.

10. **Warranty.** Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.

11. **Indemnity and Hold Harmless.** Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal's obligation under this paragraph or this Agreement.

12. **Delay.** If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government

and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

(a) **Performance:** One hundred percent (100%) of the estimated cost of the outstanding Improvements securing performance of this Agreement, which estimated cost is in the amount of: **One Million Nine Hundred Fifty One Thousand, Five Hundred Thirty Nine dollars ($1,951,539.00).**

(b) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the outstanding Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of Improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(c) **Warranty:** The amount of: **Four Hundred Seventy Two Thousand Two Hundred dollars ($472,200.00)** to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

(d) **Survey Monumentation:** One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of: **Nine Thousand dollars ($9,000.00)**

14. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

15. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 13, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

16. **Inspection; Release of Security For Faithful Performance.** Principal may, from time to time, request the City Engineer to inspect the Improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 13(a); provided, however, that in no event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

17. **Release of Remaining Security For Faithful Performance: Warranty.** At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 13(a) upon the furnishing of the warranty security as required by Paragraph 13(c).

18. **Release of Security Where Other Agency Approval Required.** Notwithstanding paragraphs 16 and 17, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those Improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

19. **Release of Labor and Materials Security.** Ninety (90) days after a notice of completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 13(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

20. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

A. Minimum Scope and limit of Insurance

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

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Principal including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Principal's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage**. For any claims related to this contract, the Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Principal to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

   i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

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

8. **Verification of Coverage.** Principal shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Principal's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

21. **Monuments.** Principal agrees to install, on or before **December 31, 2025**, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefor shall be released.

22. **Failure of Performance.** In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and/or Principal.

23. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret

any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

24. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the Map.

25. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

26. **Waiver**. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

PRINCIPAL

Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership
(*Name of Principal*)

By: Anthem Whitney Ranch Homes Management, LLC, a Washington Limited Liability Company
Its: General Partner

By:_____
Brian Moore (Date)
Vice President

By:_____
Matt Gustus (Date)
Vice President

APPROVED AS TO FORM:

_____
Matthew McOmber, City Attorney

ATTEST:

_____
Avinta Singh, City Clerk

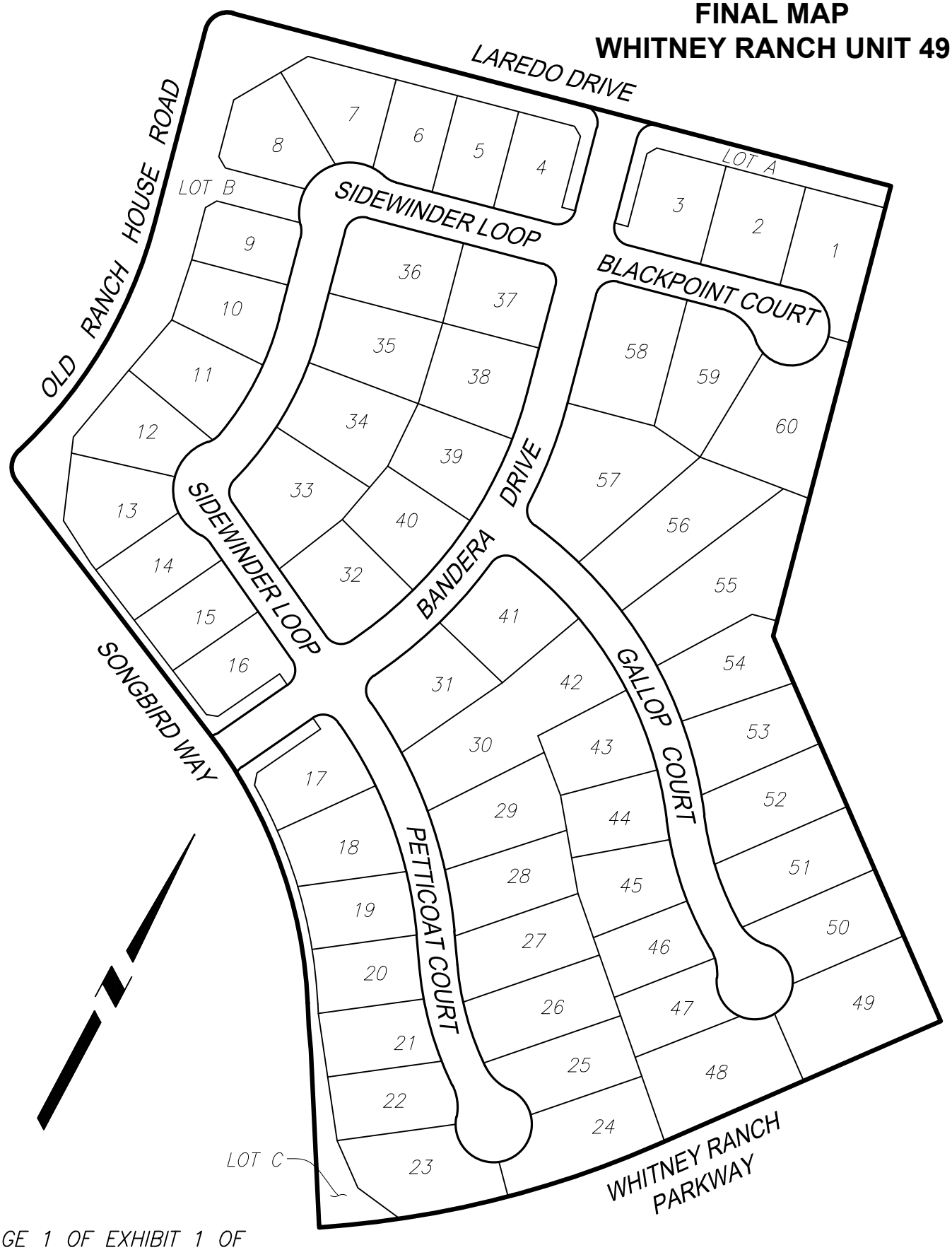
ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY
ACKNOWLEDGEMENT FORM
FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION IMPROVEMENT AGREEMENT
PLAT OF FINAL MAP

EXHIBIT "1"

FINAL MAP
WHITNEY RANCH UNIT 49



PAGE 1 OF EXHIBIT 1 OF
SUBDIVISION IMPROVEMENT AGREEMENT
RESOLUTION NO. 2024–

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION LANDSCAPING AGREEMENT OF
WHITNEY RANCH UNIT 49 SUBDIVISION/(SD2021-0003)

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

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

A. That a final subdivision map for a subdivision known as Whitney Ranch Unit 49 Subdivision/(SD2021-0003) (the "Subdivision") has been submitted by Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership (the "Subdivider") for approval;

B. That certain subdivision landscaping improvements which were made conditions of the tentative subdivision map have not been completed and accepted, and Subdivider has executed and provided security for a subdivision landscaping agreement obligating Subdivider to complete the landscaping improvements within a specified period of time. Subdivider requests the City Council to accept the subdivision landscaping agreement in satisfaction of the tentative map condition.

Section 2. The subdivision landscaping agreement attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and accepted as satisfaction of the tentative map subdivision landscaping improvement conditions, and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Clerk is directed to record the subdivision landscaping agreement when fully executed and notarized in the office of the Placer County Recorder.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

SUBDIVISION LANDSCAPING AGREEMENT

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

No Fee Per Gov't Code §27383

Subdivision Name: Whitney Ranch Unit 49
Subdivision No.: SD2021-0003
Recorded at: Book _____ of Maps, at Page_____,
Placer County Recorder
Principal: Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership
Effective Date:_____May 28, 2024

SUBDIVISION LANDSCAPING AGREEMENT

This Subdivision Landscaping Agreement is entered into by and between the City of Rocklin, hereinafter called "City," and Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership, hereinafter called "Principal," on the 28th day of May, 2024.

RECITALS

1. Principal has received approval from City of a tentative subdivision map commonly known as Whitney Ranch Unit 49 ("the subdivision").

2. Principal wishes to have filed for record a final subdivision map, ("the map"), in substantial conformity with the approved tentative map. A copy of the plat of the map is attached hereto as Exhibit 1 and by this reference incorporated herein.

3. City has approved the map, subject to the execution of this Agreement.

4. Principal is willing to execute this Agreement as a condition precedent to the recording of the map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. **Improvements.** Principal agrees to complete all the works of landscaping improvement ("the improvements") required for the subdivision as shown on the final landscaping plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the improvements. Such work will be completed within twelve (12) months of the date of this Agreement.

7. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the improvements in accordance with the approved landscaping plans, the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the improvements and any off-site easements accepted by City, subject to the provisions of Paragraph 9 hereof.

8. **Notice Regarding Construction.** Principal shall notify the City Engineer 48 hours prior to commencement of construction of the improvements.

9. **Warranty.** Principal agrees to remedy any defects in the improvements arising from faulty or defective design or construction of said improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council.

10. **Indemnity and Hold Harmless.** Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principal’s obligation under this paragraph or this Agreement.

11. **Delay.** If the construction of the improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or

deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purposes:

a. Performance: One hundred percent (100%) of the estimated cost of the improvements securing performance of this Agreement, which estimated cost is in the amount of: **Five Hundred Sixty Three Thousand dollars ($563,000.00).**

b. **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

c. **Warranty:** The amount of **One Hundred Twelve Thousand Six Hundred dollars ($112,600.00)** to guarantee and warrant the improvements for a period of one (1) year following the completion and acceptance of the improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.

13. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 12 shall be irrevocable, shall not be limited as to time (except as to the twelve (12) month period specified in Paragraph 9), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

14. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 12, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

15. **Inspection; Release of Security For Faithful Performance.** Principal may, from time to time, request the City Engineer to inspect the improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 12(a); provided, however, that in no event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

16. **Release of Remaining Security For Faithful Performance: Warranty.** At the conclusion of the construction of the improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer

shall authorize the release of the security provided pursuant to Paragraph 12(a) upon the furnishing of the warranty security as required by Paragraph 12(c).

17. **Release of Security Where Other Agency Approval Required.** Notwithstanding paragraphs 15 and 16, where any portion of the improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

18. **Release of Labor and Materials Security.** Ninety (90) days after a notice of completion is filed with respect to the improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 12(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

19. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

a. Minimum Scope and limit of Insurance

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

ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Principal including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Principal's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage**. For any claims related to this contract, the Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

iii. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

iv. **Waiver of Subrogation.** Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Principal to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vi. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Principal must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

vii. **Verification of Coverage.** Principal shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Principal's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

viii. **Subcontractors.** Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal shall ensure that City is an additional insured on insurance required from subcontractors.

ix. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

20. **Failure of Performance.** In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Principal.

21. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums

allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

22. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

23. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

24. **Waiver**. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

PRINCIPAL

Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership
(*Name of Principal*)

By: Anthem Whitney Ranch Homes Management, LLC, a Washington Limited Liability Company
Its: General Partner

By:_____
Brian Moore (Date)
Vice President

By:_____
Matt Gustus (Date)
Vice President

APPROVED AS TO FORM:

_____
Matthew McOmber,
City Attorney

ATTEST:

_____
Avinta Singh, City Clerk

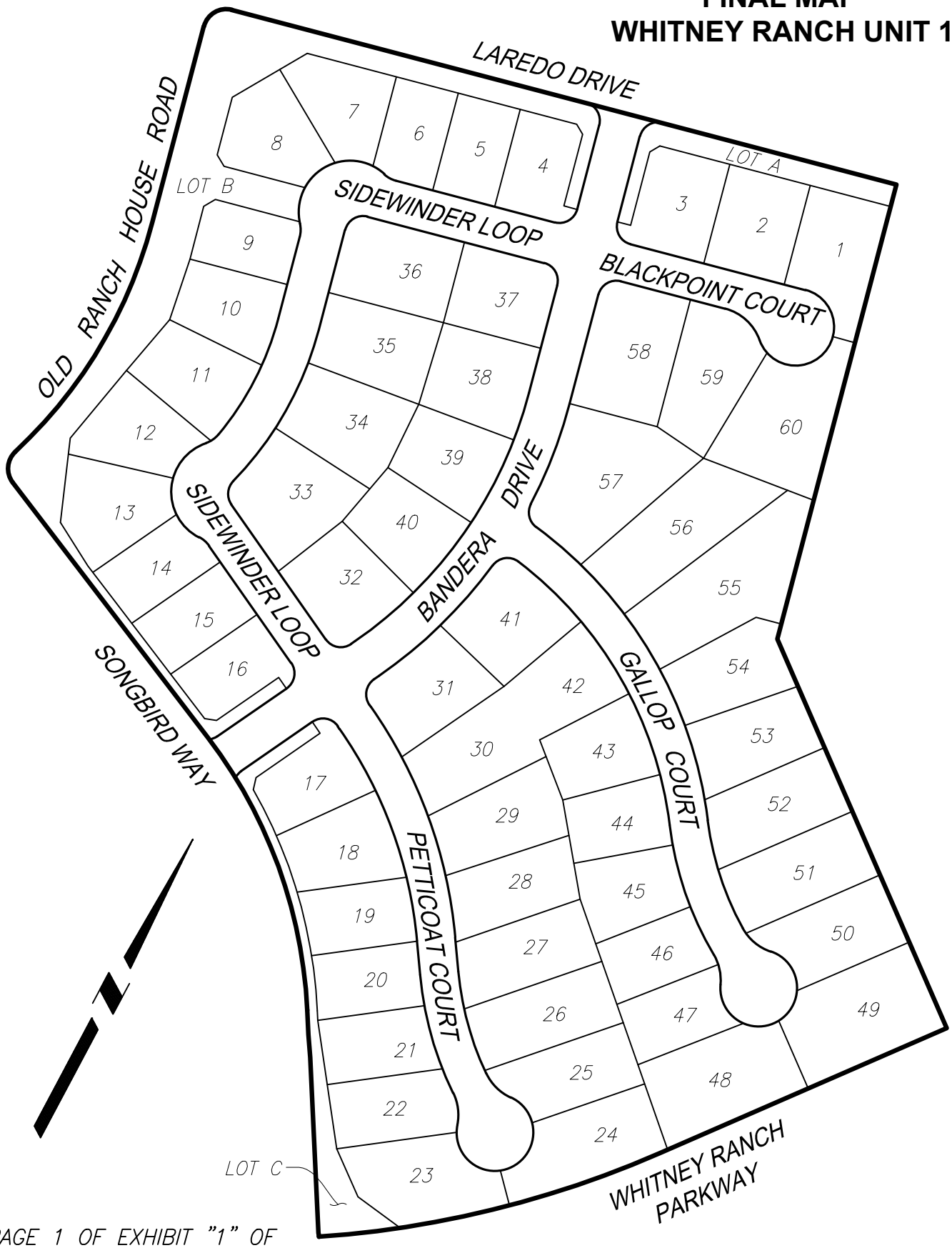
ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR PRINCIPAL

EXHIBIT 1
TO SUBDIVISION LANDSCAPE AGREEMENT

EXHIBIT "1"

FINAL MAP
WHITNEY RANCH UNIT 1



PAGE 1 OF EXHIBIT "1" OF
SUBDIVISION LANDSCAPE AGREEMENT
RESOLUTION NO. 2024–

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)

Date: May 28, 2024

Submitted By: Angela Doyle, Senior Accountant
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

Background:
Each year, the City notifies owners of vacant lots that they must maintain their property to minimize fire risk. If the properties are not abated by the land owners, the City has the right under state law to abate the properties, and seek reimbursement for the abatement costs.

Rocklin Municipal Code section 8.12.010 provides for weed and rubbish abatement in accordance with state statutory provisions. California Government Code section 39501 provides: “The legislative body may compel the owner, lessee, or occupant of buildings, grounds, or lots to remove dirt, rubbish, weeds, and rank growths from buildings or grounds and adjacent sidewalks. If the person compelled by the legislative body defaults, after notice prescribed by the legislative body, it may authorize the removal or destruction of the dirt, rubbish, weeds, and rank growths at that person's expense by a city officer. The legislative body may prescribe a procedure for the removal or destruction and make the expense a lien upon the buildings or grounds.”

California Government Code sections 39502 through 39588 set forth the requirements for notice, including a public hearing for this weed abatement process.

On April 11, 2023, the City Council adopted Resolution No. 2023-43, which identified vacant parcels requiring abatement, ordered that such abatement be completed by June 1, 2023, and set a public hearing to hear any protests. This resolution also provided that the City may perform abatement on properties that were not properly abated by the owners, and bill the responsible land owner for any costs incurred by the City.

In accordance with California Government Code section 39567.1, owners of affected vacant

parcels were timely notified by mail of the abatement requirements, and the public hearing. On May 9, 2023, the City Council held a public hearing and ordered the nuisances be abated.

The City's contractor performed abatement on properties that had not been abated by the owners and billed the City for its costs during the period of June-August 2023. The City then billed the property owners for the costs of abatement and sent second notices on those properties that did not respond to the first invoice.

Government Code sections 39574 and 39576 require the City Council to conduct a public hearing, to receive and consider a report on the costs of abatement, as well as any objections of the property owners liable to be assessed on the property tax roll for the abatement. A copy of the report is attached to the Resolution.

Therefore, a public hearing is set for June 25, 2024, at 6 p.m., or as soon thereafter as the matter may be heard by the City Council of the City of Rocklin at the Council Chambers located at 3970 Rocklin Road, Rocklin, for the receipt, consideration, and confirmation of the itemized written report showing the properties delinquent in paying the costs of nuisance abatement performed between June and August 2023. At the public hearing, objections of property owners liable to be assessed for the abatement shall be heard.

Fiscal Impact:
The City charges a fee of 15% of delinquent charges for parcels that require the processing of a property tax special assessment. The exact amount of the City fees associated with City collection efforts will be known for the public hearing on June 25, 2024.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
SETTING A PUBLIC HEARING ON DELINQUENT NUISANCE ABATEMENT CHARGES
(WEED ABATEMENT)

WHEREAS, pursuant to Rocklin Municipal Code section 8.12.010 and California Government Code section 39501 *et seq.*, the City may abate nuisances and consider the imposition of said abatement costs, subject to notice and public hearing requirements; and

WHEREAS, on April 11, 2023, Council adopted Resolution No. 2023-43, which identified vacant parcels in the City of Rocklin that required abatement, ordered abatement to be completed by June 1, 2023, and set a public hearing for protests; and

WHEREAS, the City provided written notice to the owners of affected vacant parcels of the abatement requirements and the public hearing for protests; on May 4, 2023 the public hearing was held, and thereafter, Council adopted Resolution No. 2023-64, which ordered the nuisances abated; and

WHEREAS, the City of Rocklin contracted for weed abatement services with Northern State Contractors, the lowest responsible bidder, and thereafter, Northern State Contractors performed abatement on the properties, and billed the City for its services between June and August 2023; and

WHEREAS, the City sent billing statements to the property owners for the costs of the nuisance abatement of their properties, and a second notice to the owners that did not respond to the first statement; and

WHEREAS, an itemized written report of parcels delinquent in paying the nuisance abatement fees is attached hereto as Exhibit "A."

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

Section 1. The foregoing recitals are true and correct.

Section 2. A public hearing is set for June 25, 2024, at 6 p.m., or as soon thereafter as the matter may be heard by the City Council of the City of Rocklin at the Council Chambers located at 3970 Rocklin Road, Rocklin, for the receipt, consideration, and confirmation of the itemized written report showing the properties delinquent in paying the costs of nuisance abatement performed between June and August 2023. At the public hearing, objections of property owners liable to be assessed for the abatement shall be heard.

Section 3. Notice of the hearing shall be mailed to each affected owner of record as shown on the report by certified, return receipt mail to the address of the owners as shown on the last equalized assessment roll of the County of Placer or as otherwise known to the City of Rocklin at least ten (10) days prior to the hearing. This resolution shall also be posted near the Council Chambers at least five (5) days prior to the public hearing. Notice of the Public Hearing shall also be published once in the Placer Herald, a newspaper of general circulation circulated in the City of Rocklin, not less than ten (10) days before the hearing.

Section 4. The City Council may, after such hearing, and after considering any objections or protests of property owners liable to be assessed for the abatement, modify and/or confirm the report, and establish assessment liens for the delinquent abatement costs, plus City and County lien processing fees, on the secured property tax roll.

PASSED AND ADOPTED this 28th, day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DELINQUENT WEED ABATEMENT CHARGES

APN	AMOUNT PAST DUE	CITY ADMIN FEE	COUNTY COLLECTION FEE	TOTAL ASSESSMENT AMOUNT
030-140-024-000	5,054.00	758.10	58.12	5,870.22
045-011-012-000	416.50	62.48	4.79	483.77
371-040-024-000	1,066.50	159.98	12.26	1,238.74
045-390-020-000	1,810.50	271.58	20.82	2,102.90
045-013-005-000	440.50	66.08	5.07	511.65
045-013-022-000	440.50	66.08	5.07	511.65
010-230-008-000	804.00	120.60	9.25	933.85
376-020-004-000	554.00	83.10	6.37	643.47
017-190-045-000	2,342.50	351.38	26.94	2,720.82
017-171-039-000	1,560.50	234.08	17.95	1,812.53
045-031-001-000	434.90	65.24	5.00	505.14
045-031-003-000	434.90	65.24	5.00	505.14
045-031-004-000	434.90	65.24	5.00	505.14
045-031-005-510	434.90	65.24	5.00	505.14
045-031-047-000	434.90	65.24	5.00	505.14
010-010-016-000	224.30	33.65	2.58	260.53
010-010-017-000	276.30	41.45	3.18	320.93
010-010-028-000	399.80	59.97	4.60	464.37
010-010-029-000	68.30	10.25	0.79	79.34
010-040-040-000	74.80	11.22	0.86	86.88
017-086-013-000	3,623.50	543.53	41.67	4,208.70
491-010-002-000	386.57	57.99	4.45	449.01
491-010-003-000	386.57	57.99	4.45	449.01
491-010-004-000	386.57	57.99	4.45	449.01
491-010-005-000	386.57	57.99	4.45	449.01
491-010-006-000	386.57	57.99	4.45	449.01
491-010-007-000	386.57	57.99	4.45	449.01
491-010-008-000	386.57	57.99	4.45	449.01
491-010-009-000	386.57	57.99	4.45	449.01
491-010-010-000	386.57	57.99	4.45	449.01
491-010-013-000	3,979.90	596.99	45.77	4,622.66
045-590-043-000	609.67	91.45	7.01	708.13
045-610-001-000	372.17	55.83	4.28	432.28
045-610-003-000	372.17	55.83	4.28	432.28
017-284-015-000	1,488.00	223.20	17.11	1,728.31
010-023-002-000	856.50	128.48	9.85	994.83

010-024-002-000	609.50	91.43	7.01	707.94
046-010-007-000	377.00	56.55	4.34	437.89
046-020-003-000	1,672.50	250.88	19.23	1,942.61
010-480-001-000	312.57	46.89	3.59	363.05
010-480-003-000	263.07	39.46	3.03	305.56
010-480-004-000	300.57	45.09	3.46	349.12
010-480-007-000	263.07	39.46	3.03	305.56
010-480-008-000	263.07	39.46	3.03	305.56
010-480-010-000	375.57	56.34	4.32	436.23
010-480-012-000	313.07	46.96	3.60	363.63
010-480-024-000	377.00	56.55	4.34	437.89
010-480-025-000	402.00	60.30	4.62	466.92
010-480-002-000	354.00	53.10	4.07	411.17
010-480-005-000	404.00	60.60	4.65	469.25
010-480-006-000	366.50	54.98	4.21	425.69
010-480-011-000	466.50	69.98	5.36	541.84
045-021-045-000	595.00	89.25	6.84	691.09
	40,203.50	6,030.70	462.40	46,696.60

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Setting a Public Hearing on Delinquent Refuse Collection Charges

Date: May 28, 2024

Submitted By: Angela Doyle, Senior Accountant
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

Background:
Each year, pursuant to the terms of the franchise agreement with Recology Auburn Placer (Recology), the City assists Recology with the collection of delinquent solid waste collection fees within the City of Rocklin. If the fees are not paid, the City has the right, under state law, to administer special assessment liens against the properties through the County property tax bills. To begin this process, the City must first schedule a public hearing on the report of delinquent fees, and notify affected landowners of the hearing.

Pursuant to Rocklin Municipal Code section 13.08.110(C) and California Government Code sections 25831 and 38790.1, refuse collection fees that remain unpaid for a period of 60 or more days after the date upon which they were billed may constitute a special assessment against the respective parcels of land and are a lien on the property.

Pursuant to the City's franchise agreement with Recology, the City shall assist with the collection of unpaid bills for services provided to customers on accounts that are more than 180 days delinquent. The City has typically assisted Recology with the collection of unpaid bills by asking the County to add these bills as levies on the property tax rolls as allowed by State law. If the City intends to impose the special assessment liens on parcels with unpaid refuse collection charges, state law requires the City first hold a public hearing and notify affected landowners.

Therefore, a public hearing is set for June 25, 2024, at 6:00 p.m., or as soon thereafter as the matter may be heard by the City Council of the City of Rocklin at the Council Chambers located at 3970 Rocklin Road, Rocklin. At the conclusion of the hearing, and after considering any objections or protests of landowners liable to be liened for delinquent fees, adopt a resolution establishing a lien on the property tax roll on those properties for which services

were rendered to the owner thereof for collection of refuse collection charges.

Fiscal Impact:
The City charges a fee of 15% of delinquent charges for parcels that require the processing of a property tax lien. The exact amount of the City fees associated with City collection efforts will be known for the public hearing on June 25, 2024.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
SETTING A PUBLIC HEARING ON
DELINQUENT REFUSE COLLECTION CHARGES

WHEREAS, the City of Rocklin has a franchise agreement with Recology Auburn Placer for the collection of solid waste within the City of Rocklin; and

WHEREAS, under the terms of the franchise agreement, the City may at the request of Recology Auburn Placer, assist in collecting delinquent garbage bills in accordance with Government Code sections 25831 and 38790.1; and

WHEREAS, Recology Auburn Placer has requested the City to conduct proceedings under Government Code sections 25831 and 38790.1 to place special assessment liens against those properties' delinquent in their solid waste collection fees.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby sets a public hearing to be held on June 25, 2024, at the City of Rocklin City Hall, located at 3970 Rocklin Road, Rocklin, on or after the hour of 6:00 PM. At the hearing, the City Council shall consider a report of Recology Auburn Placer collection charges for parcels located in the City of Rocklin that have remained unpaid for at least 180 days, said report to include identification of the property and an itemized record of the delinquent charge. At the hearing, Council will hear protests, modify and/or confirm the report, and consider the imposition of assessment liens on properties for delinquent solid waste collection charges.

Section 3. Notice of the hearing shall be mailed to each affected owner of record as shown on the report by certified, return receipt mail to the address of the owners as shown on the last equalized assessment roll of the County of Placer or as otherwise known to the City at least ten (10) days prior to the hearing.

Section 4. The City Council may, after the hearing, and after considering any objections or protests of landowners liable to be liened for delinquent fees, adopt a resolution establishing a lien on the property tax roll on those properties for which services were rendered to the owner thereof for collection of refuse plus City and County lien processing fees.

Section 5. Notice of the Public Hearing shall be posted in one public place within the City and published once in the Placer Herald, a newspaper of general circulation circulated in the City of Rocklin, not less than ten (10) days before the hearing.

PASSED AND ADOPTED this 28th, day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Park Parking Lot Extension for Bicycle Pump Track - Award of Construction Contract

Date: May 28, 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 Rejecting a Bid from Imagecon, Inc. and Awarding a Construction Contract for the Parking Lot Extension Element of the Bicycle Pump Track and Parking Lot Extension Project to Consolidated Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

Background:
The City of Rocklin maintains 37 developed parks and another 200+ acres of open space, providing a host of amenities and recreational activities for its residents. Over the past three years, the City has considered the installation of a bicycle pump track and determined Whitney Community Park to be the best-suited location. On July 26, 2022, the City Council awarded a design contract to American Ramp Company (ARC) to provide construction drawings for the pump track.

On June 27, 2023, staff presented the pump track conceptual design to the City Council for feedback. Additionally, staff provided a menu of options from which the City Council selected the amenities it considered to be of highest importance to the community. The top three priorities were identified as follows: a bicycle pump track, a rubberized surface surrounding the track, and a parking lot extension to increase on-site parking.

On February 27, 2024, the City Council awarded a construction contract to ARC for the bicycle pump track and rubberized surface surrounding the track, with the understanding that the City would separately contract out the construction of the parking lot extension. The proposed parking lot improvements include the addition of 48 parking stalls with parking lot lighting, a storm drain system, irrigation, and landscaping. The scope of work also includes procurement and installation of a 20’x20’ shade structure to be installed adjacent to the bicycle pump track.

Construction Contract

The Whitney Community Park Parking Lot Extension invitation for bids was advertised on April 5, 2024, and again on April 12, 2024. On April 30, 2024, ten (10) bids were received and publicly read aloud.

The complete bid results are as follows:

Bidder	Bid Amount
Imagecon, Inc.**	$867,457.20
Consolidated Engineering, Inc.	$1,047,055.00
McGuire and Hester	$1,120,330.00
Western Engineering Contractors, Inc.	$1,126,045.00
All Phase Construction, Inc.	$1,155,900.00
B&M Builders, Inc.	$1,164,959.00
All-American Construction, Inc.	$1,173,913.00
JPB Designs, Inc.	$1,178,625.00
Martin General Engineering, Inc.	$1,230,869.75
Central Valley Engineering & Asphalt, Inc.	$1,278,068.00

**The apparent low bid is rejected as discussed below.

The engineer's estimate for the construction of this project is $1,180,000.

The apparent low bid from Imagecon did not include acknowledgement or submission of Addendum 2, which is a requirement in the contract documents. While the contract documents state, in part, "the City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids," staff finds Addendum 2 was a material change to the scope of the project, impacting the submitted bid. As such, the bid is deemed unresponsive and is therefore rejected.

The next lowest responsive and responsible bid is from Consolidated Engineering, Inc. in the amount of $1,047,055. The California Public Contract Code and City procedure allows the City Council to award the contract to the next lowest, responsive, and responsible bidder. Staff recommends awarding the contract to the next low bid from Consolidated Engineering, Inc., which staff determined to be the lowest, responsive, and responsible bidder. Rocklin Municipal Code Section 3.04.050 authorizes a contingency amount of up to 15 percent of the contract amount. Staff recommends a contingency amount of $152,740 (14.6%) for an estimated construction amount of $1,199,795.

Construction Management

Staff anticipate the parking lot extension and bicycle pump track to be in construction concurrently, and to ensure the proper construction of all elements for both amenities, a qualified construction management firm is needed to provide construction management, inspection, and materials testing services. An existing on-call professional services contract will be utilized to provide the necessary management and inspection services for these amenities at a total not-to-exceed amount of $240,205.

Design Support During Construction

Should the construction contractor have questions requiring support from the original design team, staff recommends having the design team on retainer and requests the City Council approve a total not-to-exceed budget of $20,000 for this purpose.

The total project cost is $1,460,000, comprised of the construction contract plus contingency of $1,199,795, construction management of $240,205, and design support of $20,000. On February 27, 2024, the City Council adopted Resolution No. 2024-062, allocating $800,000 for the parking lot extension project. The total project cost exceeds the original budget by $660,000. To award the construction contract to Consolidated Engineering, Inc. and complete the project, budget adjustments are included in the Resolution (Attachment 1), and detailed in Attachment 4.

Environmental Analysis:

The development of the Whitney Community Park, and thus the proposed project, was analyzed as required by the California Environmental Quality Act (CEQA) as a part of the Northwest Rocklin Annexation Area Environmental Impact Report (EIR) and associated Addendum, approved and certified by City Council Resolutions No. 2002-230 and No. 2008-252, respectively. Pursuant to Public Resources Code Section 21166 and Section 15162 of California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines), no further environmental review of the project is required.

Fiscal Impact:

The revised total project cost, which includes construction management and design support, is $1,460,000, exceeding the original budget by $660,000. City Council approval of the staff recommendation will authorize the necessary budgetary adjustments to complete the project, as detailed in Attachment 4.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Construction Agreement
3. Conformed Specifications
4. Budget Adjustments

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REJECTING A BID FROM IMAGECON, INC. AND AWARDING A CONSTRUCTION CONTRACT FOR THE PARKING LOT EXTENSION ELEMENT OF THE BICYCLE PUMP TRACK AND PARKING LOT EXTENSION PROJECT TO CONSOLIDATED ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, Whitney Community Park, which offers a variety of amenities for recreational purposes, is heavily utilized with the demand for parking exceeding the number of available parking stalls;

WHEREAS, the installation of a bicycle pump track will generate additional demand for parking spaces in Whitney Community Park;

WHEREAS, the parking lot element of the Bicycle Pump Track and Parking Lot Extension Project consists of creating 48 additional parking stalls with parking lot lighting, a storm drain system, irrigation, and landscaping;

WHEREAS, on April 5, 2024 and April 12, 2024, the City issued an invitation soliciting contractor bids for the project;

WHEREAS, on April 30, 2024, all bids were opened and read aloud with Imagecon, Inc. as the apparent low bidder.

WHEREAS, upon review, the bid from Imagecon, Inc. did not include all bid forms as required by the contract documents, and was therefore determined to be unresponsive.

WHEREAS, the bid from Consolidated Engineering, Inc. in the amount of $1,047,055 was determined to be the next lowest, responsive, and responsible bid for the project; and

WHEREAS, General Funds (Fund 100) in the amount of $800,000 are budgeted and available in Fiscal Year 2023/24 to support construction; and

WHEREAS, additional funds in the amount of $660,000 are necessary to support construction and/or construction management services.

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

Section 1. Rejects the bid from Imagecon, Inc. and awards the construction contract for the Bicycle Pump Track and Parking Lot Extension Project to Consolidated Engineering, Inc. in the amount of $1,047,055 and authorizes an

additional 14.6 percent construction contingency in the amount of $152,740. Furthermore, $260,205 for construction management and construction support soft costs are hereby authorized bringing the total authorized construction budget to $1,460,000.

Section 2. Authorizes the City Manager to execute an agreement with Consolidated Engineering, Inc., in substantially the form attached hereto as Exhibit “A”.

Section 3. The following budget adjustments are hereby approved:

A. Reallocate $476,000 in General Funds (Fund 100) from the City Hall Office Space Study and Remodel project (Project No. 45421) to the Bicycle Pump Track and Parking Lot Extension project (Project No. 45225).

B. Appropriate an additional $184,000 in General Funds (Fund 100) to the Bicycle Pump Track and Parking Lot Extension Project (Project No. 45225).

PASSED AND ADOPTED this 28th day of May, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 28, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **CONSOLIDATED ENGINEERING, INC.**, a corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Bid Documents, Addenda, Bid Form, Bid, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Whitney Community Park Parking Lot Extension Project.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **ONE MILLION FORTY-SEVEN THOUSAND FIFTY-FIVE DOLLARS ($1,047,055)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Two Thousand One Hundred Dollars **($2,100)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XIX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

Conformed Set Approved by:

5/8/24

Hunter Young, City Engineer

ROCKLIN

CALIFORNIA

WHITNEY COMMUNITY PARK
PARKING LOT EXTENSION PROJECT

BID OPENING
TUESDAY, APRIL 30, 2024
AT 1:00 PM
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

TABLE OF CONTENTS

Bid Documents

Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
BID FORM (With Addenda Acknowledgement)
BID BOND – ATTACHMENT A
SUBCONTRACTOR LISTING FORM – ATTACHMENT B
NONCOLLUSION AFFIDAVIT – ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION – ATTACHMENT D
RESOLUTION OF DISPUTES – ATTACHMENT E
CERTIFICATION OF AUTHORIZATION – ATTACHMENT F
IRAN CONTRACTING CERTIFICATION – ATTACHMENT G

DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
CONSTRUCTION AGREEMENT – ATTACHMENT H
PERFORMANCE BOND – ATTACHMENT I
PAYMENT BOND – ATTACHMENT J
WORKERS' COMPENSATION INSURANCE CERTIFICATION – ATTACHMENT K
OPTIONAL: ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION – ATTACHMENT L

TO BE SUBMITTED AS PART OF CLOSE-OUT
GUARANTEE FORM – ATTACHMENT M

General Provisions

Special Provisions

NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	April 30, 2024 1:00 PM (Local Time)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	Whitney Community Park Parking Lot Extension Project
ESTIMATED CONSTRUCTION COST:	$1,180,000
TOTAL CONTRACT TIME:	60 Working Days
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class A
PRE-BID CONFERENCE DATE, TIME, AND LOCATION	There will be no pre-bid meeting

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for CITY OF ROCKLIN WHITNEY COMMUNITY PARK PARKING LOT EXTENSION PROJECT**" ("Project") and include the company name and address on the envelope.

The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be downloaded at no charge from the City of Rocklin's third-party website at www.ciplist.com. Hardcopies of Contract Documents are not available for purchase from the City.

Written questions regarding this Invitation for Bids should be directed to Andrew Shaw, Associate Civil Engineer, by email at andrew.shaw@rocklin.ca.us no later than Tuesday, April 23, 2024 at 1:00 PM. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution

of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

Hunter Young, City Engineer/Deputy
Community Development Director
City of Rocklin

4/5/24
Date

CITY OF ROCKLIN

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Tuesday, April 30, 2024 at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California 95677 and opened at 1:00 p.m. on Tuesday, April 30, 2024, or as soon thereafter as business allows in the City Council Chambers, 3970 Rocklin Road, Rocklin, California 95677.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

WHITNEY COMMUNITY PARK PARKING LOT EXTENSION PROJECT

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION	1	LS	$ 41,200	$ 41,200
2	WATER POLLUTION CONTROL PLAN	1	LS	$ 15,000	$ 15,000
3	CLEARING AND GRUBBING	1	LS	$ 18,000	$ 18,000
4	REMOVE TREE	2	EA	$ 1,200	$ 2,400
5~~(F)~~	EARTHWORK	~~5501~~	~~CY~~LS	$ 110,000	$ 110,000
6	AGGREGATE BASE (CLASS 2)	675	TON	$ 83	$ 56,025
7	TYPE 2 CURB AND GUTTER	~~230~~480	LF	$ 83	$ 39,840
8	TYPE 5 VERTICAL CURB	~~970~~775	LF	$ 63	$ 48,825
9	6" THICK CONCRETE	4,800	SF	$ 19	$ 91,200
10	6" THICK REINFORCED CONCRETE	1,110	SF	$ 27	$ 29,970

11	DETECTABLE WARNING SURFACE	45	SF	$ 67	$ 3,015
12	GRAVEL SURFACE	1	LS	$ 17,675	$ 17,675
13	EARTH-LINED CHANNEL AND DRAINAGE SWALE	1	LS	$ 7,500	$ 7,500
14	12" HDPE PIPE	335	LF	$ 104	$ 34,840
15	30" HDPE PIPE	225	LF	$ 154	$ 34,650
16	48" STORM DRAIN MANHOLE	2	EA	$ 12,600	$ 25,200
17	72" STORM DRAIN MANHOLE	1	EA	$ 15,300	$ 15,300
18	SHORING	1	LS	$ 3,650	$ 3,650
19	TYPE A DROP INLET	1	EA	$ 9,600	$ 9,600
20	TYPE B DROP INLET	2	EA	$ 7,410	$ 14,820
21	OLDCASTLE GI33 GRATE INLET	1	EA	$ 800	$ 800
22	OLDCASTLE GI44 GRATE INLET	1	EA	$ 800	$ 800
23	ADJUST SEWER MANHOLE COVER TO GRADE	1	EA	$ 1,650	$ 1,650
24	ADJUST WATER STRUCTURE COVER TO GRADE	1	EA	$ 1,650	$ 1,650
25	ADJUST SEWER CLEANOUT COVER TO GRADE	1	EA	$ 1,650	$ 1,650
26	ADJUST IRRIGATION VALVE COVER TO GRADE	1	EA	$ 2,220	$ 2,220
27	LOWER IRRIGATION MAINLINE	1	LS	$ 4,450	$ 4,450

28	DOMESTIC WATER LINE EXTENSION	1	LS	$ 13,600	$13,600
29	IRRIGATION	1	LS	$ 53,350	$ 53,350
30	LANDSCAPE PLANTING	1	LS	$ 64,450	$ 64,450
31	PLANTING ESTABLISHMENT PERIOD	1	LS	4,450	4,450
32	HOT MIX ASPHALT (TYPE A)	510	TON	$ 150	$ 76,500
33	TRAFFIC STRIPING AND PAVEMENT MARKINGS	1	LS	$ 2,175	$ 2,175
34	INSTALL CONCRETE WHEEL STOPS	8	EA	$ 75	$ 600
35	ROADSIGN SIGN	5	EA	$ 350	$ 1,750
36	ROAD PIPE GATE	1	LS	$ 10,500	$ 10,500
37	CHAIN LINK FENCE	1	LS	$ 13,400	$13,400
38	SHADE STRUCTURE	1	LS	$ 58,000	$ 58,000
39	TEMPORARY ADA RAMP, PARKING SIGN, AND PEDESTRIAN BARRICADE	1	LS	$ 3,350	$ 3,350
40	PARKING LOT LIGHTING SYSTEM	1	LS	$ 113,000	$ 113,000

Total Project Bid, Item Nos. 1 through 39, shall be (numerical): 1,047,055 Dollars.

Total Project Bid, Item Nos. 1 through 39, shall be (spelled out):

One million forty Seven thousand fifty five Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice

of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of 45 working days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 4/30/24
No. 2 4/30/24
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ 104,706 not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK

BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

Consolidated Engineering Inc

Affix Corporate Seal Here



BY: _____
Signature

Casey Curtin
Type/Print Name

President
Title

DATE: 4/30/24

Valid Contractor's License No.: 1013580

Expiration date: 12/31/24

Public Works Registration No. 1000529783

ATTACHMENT A

BID BOND
City of Rocklin

We, Consolidated Engineering, Inc, as principal, and Old Republic Surety Company, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for
Whitney Community Park Parking Lot Extension Project

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on April 30, 2024
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

CONSOLIDATED ENGINEERING CORPORATE SEAL 2016 CALIFORNIA INC

Dated: April 25, 20 24

Principal: Consolidated Engineering, Inc

By: President

Surety: Old Republic Surety Company
Address: 18500 W. Corporate Dr., Brookfield, WI 53045
Telephone: (916) 207-8640
Attorney in Fact:
Stephanie Agapoff, Attorney-In-Fact

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On April 25, 2024 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)

TINA S. SALAS
Notary Public - California
Sacramento County
Commission # 2409815
My Comm. Expires Jul 4, 2026

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David Weise, Nicole S. Moon, Catherine A. Pinney, Stacy M. Clinton, Stephanie Agapoff of Rancho Cordova, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of January, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of January, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 3225

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 25th day of April, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

USI CA Insurance Services LLC

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR Consolidated Engineering Inc (BIDDER)

PROJECT: WHITNEY COMMUNITY PARK PARKING LOT EXTENSION PROJECT

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

__X__ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
Gate/Fencing	Golden bay Fence Plus Iron Works inc 4104 S. B. St. Stockton, CA 95206	664905	1000000720
Concrete	RK Maher Construction Company 147 Camino Oruga, Napa, CA	508930	1000000345
landscape	Takehara Landscape P.O. Box 277055 Sacramento, CA	784554	1000007112
lighting/Electrical	Pacific Excavation 4796 Kent St. Elk Grove, CA	694400	1000000188

Signed _____

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Calaveras

Casey Curtis being first duly sworn, deposes and says that he or she is Owner/President [Title] of Consolidated Engineering Inc., the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this

30th day of April, 2024,
by Casey Curtis
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

LISA ANNE BROBERG
Notary Public - California
San Joaquin County
Commission # 2407820
My Comm. Expires Jun 12, 2026

(seal)

_____
Signature

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

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

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: Consolidated Engineering Inc Date 4/30/24

BY: _____
Signature

Casey Curtin
Type/Print Name

President
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

N/A

BIDDER: Consolidated Engineering Inc Date 4/30/24

BY: _____
Signature

Casey Curtin
Type/Print Name

President
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

Consolidated Engineering Inc
Contractor

4/30/24
Date

Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Calaveras

I HEREBY CERTIFY that at a meeting of the Board of Directors of the Consolidated Engineering Inc, a corporation existing under the laws of the State of California, held on April 29, 2024, the following resolution was duly passed and adopted:

> "RESOLVED, that Casey Curtin / Consolidated Engineering Inc, as President of the Corporation, be and is hereby authorized to execute the Bid dated April 30, 2024, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 30 day of April, 2024.

Casey Curtin
Secretary

Casey Curtin
Corporate Officer

(seal)

CONSOLIDATED ENGINEERING INC CORPORATE SEAL 2016 CALIFORNIA

5860 Ames Ln, Valley Springs, CA 95252
Corporate Address

ATTACHMENT G

Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☒ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: Consolidated Engineering Inc Date 4/30/24

BY: _____
Signature

Casey Curtin
Type/Print Name

President
Title

Executed in the County of Calaveras, State of California.

ATTACHMENT H

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 28, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **CONSOLIDATED ENGINEERING, INC.**, a corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Bid Documents, Addenda, Bid Form, Bid, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Whitney Community Park Parking Lot Extension Project.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **ONE MILLION FORTY-SEVEN THOUSAND FIFTY-FIVE DOLLARS ($1,047,055)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Two Thousand One Hundred Dollars **($2,100)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XIX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT I

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT K

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT L

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
Title	Title
Name	Name
Signature	Signature

ATTACHMENT M

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL PROVISIONS

TABLE OF CONTENTS

CHAPTER	SUBJECT	Page
TABLE OF CONTENTS		1
CHAPTER 1	TERMS AND DEFINITIONS	3
CHAPTER 2	BID REQUIREMENTS AND CONDITIONS	12
CHAPTER 3	AWARD AND EXECUTION OF CONTRACT	22
CHAPTER 4	SCOPE OF WORK	33
CHAPTER 5	CONTROL OF WORK AND MATERIALS	41
CHAPTER 6	LEGAL RELATIONS AND RESPONSIBILITIES	59
CHAPTER 7	PROSECUTION OF THE WORK	85
CHAPTER 8	MEASUREMENT AND PAYMENT	100
CHAPTER 9	CHANGES AND CLAIMS	111
CHAPTER 10	ENVIRONMENTAL CONTROLS AT WORK SITE	129
CHAPTER 11	PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS	137

.

CHAPTER 1 – TERMS AND DEFINITIONS

TABLE OF CONTENTS

Section **Page**

1-1 GENERAL 3
1-2 ABBREVIATIONS..... 3
1-3 DEFINITIONS..... 4

CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

TABLE OF CONTENTS

Section	Page
2-1 BID FORM	12
2-2 PREPARATION AND SUBMISSION OF BIDS	13
2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK	14
2-4 SUBSURFACE CONDITIONS	14
2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED	14
2-6 COMPETENCY OF BIDDERS	15
2-7 JOINT VENTURE BIDS	15
2-8 SUBCONTRACTORS	15
2-9 ADDENDA	17
2-10 ASSIGNMENT OF ANTITRUST ACTIONS	17
2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	17
2-12 BID GUARANTEE	18
2-13 WITHDRAWAL OF BID	18
2-14 PUBLIC OPENING OF BIDS	19
2-15 REJECTION OF BIDS	19
2-16 DISQUALIFICATION OF BIDDERS.	19
2-17 RELIEF OF BIDDERS	19
2-18 BID PROTESTS	19

CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

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

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

TABLE OF CONTENTS

Section	Page
3-1 AWARD OF CONTRACT	22
3-2 TIME OF AWARD	22
3-3 CONSIDERATION OF BIDS	22
3-4 PERFORMANCE AND PAYMENT BONDS	23
3-4.01 Performance Bond	23
3-4.02 Payment Bond	23
3-5 NOTIFICATION OF SURETY COMPANIES	23
3-6 RETURN OF BID GUARANTEES	24
3-7 EXECUTION OF CONTRACT	24
3-8 FAILURE TO EXECUTE CONTRACT	24
3-9 INSURANCE	25
3-9.01 General Liability	25
3-9.02 Automobile Liability	26
3-9.03 Workers' Compensation	26
3-9.04 Excess or Umbrella Liability	26
3-9.04.A Contractor’s Equipment	26
3-9.04.B Railroad Protective Liability	26
3-9.04.C Builder’s Risk Insurance	27
3-9.04.D Environmental Liability Insurance	28
3-9.04.E Other Provisions	28
3-9.05 Notification of Accident or Occurrence	30
3-9.05 Notification of Claim	31

CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor's Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

TABLE OF CONTENTS

Section	Page
4-1 INTENT OF CONTRACT DOCUMENTS	33
4-2 PLANS AND SPECIFICATIONS FURNISHED	34
4-3 CONFORMANCE WITH CODES AND STANDARDS	34
4-4 SUPPLEMENTAL DRAWINGS	34
4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES	35
4-6 DOCUMENT PRECEDENCE	35
4-7 REQUESTS FOR INFORMATION	37
4-7.01 General	37
4-7.02 Procedure	37
4-7.03 Response	37
4-8 DELETED ITEMS	38
4-9 EXTRA WORK	38
4-10 USE OF COMPLETED PORTIONS	38
4-11 LANDS AND RIGHTS-OF-WAY	38
4-12 WARRANTY	39

CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

TABLE OF CONTENTS

Section	Page
5-1 AUTHORITY OF CITY	41
5-2 ATTENTION AND COOPERATION OF CONTRACTOR	41
5-3 SUGGESTIONS TO CONTRACTOR	41
5-4 SEPARATE CONTRACTS	41
5-5 COOPERATION WITH OTHER CONTRACTORS	41
5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES	42
5-7 CONTRACTOR'S EQUIPMENT	42
5-8 CONTRACTOR'S SUBMITTALS	42
5-8.02 Resubmittals	43
5-8.03 Submittals Containing Proprietary Information	44
5-8.04 Electrical, Instrumentation, Control, and Communication Systems	44
5-8.05 Maintenance and Operations (M&O) Submittals	44
5-9 DAILY REPORTS	45
5-10 SURVEYS	45
5-10.01 Surveys	45
5-10.01.A Streets and Highways	46
5-10.01.B Sewer, Water, and Drainage Facilities	46
5-10.02 Survey Monuments	46
5-11 RESPONSIBILITY FOR ACCURACY	47
5-12 DUTIES AND POWERS OF INSPECTORS	47
5-13 INSPECTION	47
5-14 QUALITY OF MATERIALS AND WORKMANSHIP	48
5-15 SUBSTITUTIONS	49
5-15.01 Written Request	49
5-16 PREPARATION FOR TESTING	49
5-17 MATERIALS SAMPLING AND TESTING	49
5-18 APPROVAL OF MATERIALS OR EQUIPMENT	50
5-18.01 Sources Of Supply	50
5-18.02 Plant Inspection	50
5-19 PROVISIONS FOR EMERGENCIES	50
5-20 RIGHT TO RETAIN IMPERFECT WORK	51
5-21 REMOVAL OF REJECTED MATERIALS OR WORK	51
5-22 TEMPORARY SUSPENSION OR DELAY OF WORK	51
5-23 TERMINATION OF CONTRACT	51
5-23.01 Reasons for Termination	51
5-23.01.A Termination for Convenience	52
5-23.01.B Termination for Cause	52
5-23.02 Termination After Contract Time	53
5-23.03 Notice of Termination; City Completion	53
5-23.04 Payments to Contractor Upon Termination of Contract	55
5-23.05 Completion Not a Waiver of City Rights	55
5-23.06 Survival of Obligations	55
5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS	56

CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

CHAPTER 6 - LEGAL RELATIONS AND RESPONSIBILITIES

TABLE OF CONTENTS

Section	Page
6-1 COMPLIANCE WITH LAWS AND REGULATIONS	59
6-1.01 Hours of Labor	59
6-1.03 Payroll Records	61
6-1.04 Nondiscrimination	63
6-1.05 Apprentices	63
6-1.06 Workers' Compensation	63
6-1.07 Fair Labor Standards	64
6-1.08 Contractors License	64
6-1.09 Use of Pesticides	64
6-1.10 Reporting Requirements and Sanctions	64
6-1.11 Subcontracting	65
6-1.12 Occupational Safety and Health	65
6-2 INDEMNIFICATION	66
6-2.01 Contractor's Performance	66
6-2.02 Indemnification of Adjacent Property Owners	67
6-3 CONTRACTOR'S LEGAL ADDRESS	67
6-4 CONTRACTOR NOT AN AGENT OF CITY	67
6-5 SUBSTITUTION OF SUBCONTRACTORS	67
6-6 ASSIGNMENT OF CONTRACT	68
6-7 ASSIGNMENT OF MONIES	68
6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS	68
6-9 RESPONSIBILITY OF THE CONTRACTOR	68
6-10 PERMITS AND LICENSES	69
6-11 GENERAL SAFETY REQUIREMENTS	70
6-11.01 Compliance With Safety & Health Regulations	70
6-11.02 24-Hour Contact Information	70
6-11.03 Work During Hours of Darkness	70
6-12 PUBLIC CONVENIENCE AND SAFETY	71
6-12.01 Public Convenience	71
6-12.02 Pedestrian and Bicyclist Access	71
6-12.03 Written Notification To Residences and Businesses	71
6-12.04 Access To Driveways, Houses and Buildings	71
6-12.05 Property Damage	72
6-12.06 Erection of Signs To Expedite Passage of Vehicles	72
6-12.07 Traffic Obstructions, Delays and Inconveniences	72
6-12.08 Work On Private Property	72
6-12.09 Hazardous Conditions Created	72

CHAPTER 6 - LEGAL RELATIONS AND RESPONSIBILITIES

TABLE OF CONTENTS (continued)

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL 73
6-13.01 General 73
6-13.02 Responsibility For Safety 73
6-13.03 Passage of Emergency Vehicles 73
6-13.04 Furnishing, Installing, and Maintaining Traffic Controls 73
6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs 73
6-13.06 Competent Flaggers 73
6-13.07 Construction Signs 74
6-13.08 Temporary Bridging of Excavations and Trenches 74
6-13.09 Entering and Leaving the Construction Zone 75
6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings 75
6-13.11 Bus Stops 75
6-13.12 Dust 75
6-13.13 Removal of Spillage From Roadway 75
6-14 CONFINED SPACES 76
6-14.01 Contractor Responsibilities and Qualifications 76
6-14.02 Existing Sewers and Storm Drains 77
6-14.03 Joint City – Contractor Entries 77
6-15 TRAFFIC CONTROL PLANS (TCP) 77
6-15.01 Traffic Pattern Changes 77
6-15.02 Traffic Control Plans (TCP) 77
6-16 BARRICADING OPEN TRENCHES 78
6-17 EXISTING UTILITIES 78
6-17.01 General 78
6-17.02 Maintenance and Protection 78
6-17.03 Exact Locations Unknown 78
6-17.04 Underground Service Alert (USA) 79
6-17.05 Damage to Existing Utilities 80
6-17.06 Markings 80
6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY 81
6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT 81
6-20 PROPERTY RIGHTS IN MATERIALS 81
6-21 EXCAVATION AND TRENCH SAFETY 82
6-21.01 Permit 82
6-21.02 Shoring, Bracing. Shielding, and Sheeting 82
6-22 PRESERVATION OF PROPERTY 82
6-23 OVERLOADING 83

CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24") from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators' markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason

of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

TABLE OF CONTENTS

Section	Page
7-1 BEGINNING OF WORK	85
7-2 AMOUNT OF WORK UNDER CONSTRUCTION	85
7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS	85
7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS	85
7-4.01 Superintendence	86
7-4.02 Labor	86
7-4.03 Equipment and Methods	86
7-5 SCHEDULES	86
7-5.01 Baseline (Contract) Schedule	87
7-5.02 Progress Schedules	89
7-5.03 Schedule Revisions	90
7-5.04 Short Interval Schedules	90
7-5.05 Float	91
7-5.06 City's Right to Revise the Schedule	91
7-5.07 Responsibility for Completion	91
7-6 UNUSUAL SITE CONDITIONS	92
7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER	93
7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS	93
7-8.01 Allowable Times and Hours of Work	93
7-8.02 Off-Period Work	93
7-8.03 Emergency Repairs	93
7-8.04 Revocation of Permission For Off-Period Work	94
7-8.05 Working Shifts	94
7-9 TEMPORARY FACILITIES AND SERVICES	94
7-10 PROTECTION OF WORK, PERSONS AND PROPERTY	94
7-11 PROOF OF COMPLIANCE WITH CONTRACT	94
7-12 DELAYS	94
7-12.01 Inexcusable Delays	94
7-12.02 Excusable Delays	95
7-13 NOTICE OF DELAYS	95
7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY	96
7-15 TIME OF COMPLETION	96
7-16 EXTENSION OF TIME NOT A WAIVER	96
7-17 INCLEMENT WEATHER AND CONTRACT TIME	96
7-18 EXTENSION OF TIME	96
7-19 SUBSTANTIAL COMPLETION	97
7-20 CLEANING UP	97
7-21 FINAL INSPECTION AND FIELD ACCEPTANCE	97
7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION	98
7-23 WARRANTY WORK	98

CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

TABLE OF CONTENTS

Section	Page
8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES	100
8-1.01 Unit Price Contracts	100
8-1.02 Lump Sum or Job Contracts	100
8-1.03 Payment for Mobilization	100
8-1.03.A Mobilization Not a Pay Item	100
8-1.03.B Mobilization a Pay Item	100
8-2 SCOPE OF PAYMENT	101
8-2.01 General	101
8-2.02 Unit Price Contract	101
8-2.03 Lump Sum or Job Contract	101
8-2.04 Final Pay Items	101
8-2.05 Allowances	101
8-2.06 Payment for Material Not Incorporated in the Work	102
8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT	102
8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK	102
8-5 PROGRESS PAYMENT PROCEDURES	102
8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS	103
8-7 RETENTION	103
8-7.01 Retention to Ensure Performance	103
8-7.02 Non-Compliance	104
8-7.03 Substitution of Securities	104
8-9 DEDUCTIONS FOR IMPERFECT WORK	105
8-10 LIQUIDATED DAMAGES FOR DELAY	105
8-11 FINAL ESTIMATE AND PAYMENT	106
8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY	107
8-13 DISPUTED PAYMENTS	108

CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

TABLE OF CONTENTS

Section	Page
9-1 AUTHORITY FOR CHANGES	111
9-2 ORDERING OF CHANGES	111
9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)	111
9-3.01 General	111
9-3.02 Description	112
9-3.03 Submittal	112
9-3.04 Acceptance	113
9-3.05 Sharing Provisions and Formula	113
9-4 DELETED	114
9-5 PROSECUTION OF CHANGES TO THE CONTRACT	114
9-6 COST AND PRICING DATA	115
9-7 ACCESS TO RECORDS	115
9-8 PAYMENT FOR CHANGES	115
9-8.01 Lump Sum Price	115
9-8.02 Unit Prices	115
9-8.03 Force Account	116
9-8.03.A Labor	116
9-8.03.A.(1) Actual Wages	116
9-8.03.A.(3) Subsistence and Travel	116
9-8.03.B Materials	117
9-8.03.C Equipment	117
9-8.03.D Subcontracts	117
9-9 MARKUPS FOR CHANGED WORK	117
9-10 COMPENSABLE EXCUSABLE DELAYS	118
9-10.01 Construction Equipment	118
9-10.02 Jobsite Indirect Costs	118
9-10.03 Markup for Compensable Excusable Delays	119
9-10.04 Duplicated Overhead Costs	119
9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK	119
9-12 TIME EXTENSIONS FOR CHANGES	119
9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK	119
9-14 CONTRACT CHANGE ORDER	120
9-15 ACCEPTANCE OF ORDERS FOR CHANGES	120
9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS	120
9-17 NOTICE OF POTENTIAL CLAIM	120
9-18 SUBMISSION OF CLAIMS	121
9-18.01 Definitions	121
9-18.02 Claims Procedure.	122
9-18.03 Documentation of Claims by Contractor	125
9-19 ENGINEER'S DECISION	126
9-20 ALTERNATIVE DISPUTE RESOLUTION	126
9-21 NO ALTERNATIVE CLAIMS PROCEDURE	127
9-22 ASSIGNMENT OF CLAIMS	127

CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

9-18.02 Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to

respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2

(commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City’s potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of

alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

TABLE OF CONTENTS

Section	Page
10-1 DUST CONTROL	129
10-1.01 General	129
10-1.02 Dust Palliative	129
10-1.03 Measurement and Payment	129
10-2 AIR POLLUTION CONTROL	129
10-3 BURNING	129
10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL	129
10-4.01 General	129
10-4.02 City Requirements	130
10-4.03 Regulations, Ordinances, Permits, and Specifications	130
10-4.04 Storm Water Pollution Prevention Plan	131
10-4.05 Erosion and Sediment Control Plan	131
10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.	131
10-4.07 Compliance	132
10-4.08 Payment	132
10-5 CONTROL OF WATER IN THE WORK	133
10-6 NOISE CONTROL	133
10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS	133
10-7.01 Contaminated or Hazardous Materials	133
10-7.02 Hazardous Environments	133
10-8 USE OF EXPLOSIVES	133
10-9 SANITARY REGULATIONS	134
10-10 CONFINED SPACES	134
10-10.01 Contractor Responsibilities and Qualifications	134
10-10.02 City Responsibilities for Permit Confined Spaces	134
10-10.03 Existing Sewers and Storm Drains	134
10-10.04 Joint City – Contractor Entries	135
10-11 CLEANING UP	135
10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES	135
10-13 PROTECTION OF EXISTING TREES	135

CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

TABLE OF CONTENTS

Section	Page
11-1 GENERAL	137
11-2 PRECONSTRUCTION PHOTOGRAPHS	137
11-3 RECORD DRAWINGS	137
11-4 MEASUREMENT AND PAYMENT	138

CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

SPECIAL PROVISIONS

FOR THE

WHITNEY COMMUNITY PARK PARKING LOT EXTENSION PROJECT

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

CIVIL



BROOKS BADDELEY
REGISTERED CIVIL ENGINEER

ELECTRICAL



ROBERT PADERNA
REGISTERED CIVIL ENGINEER

LANDSCAPE



RANDALL KOPFF JR
REGISTERED LANDSCAPE ARCHITECT

TABLE OF CONTENTS

1.00 GENERAL 5
1.01 LOCATION 5
1.02 DESCRIPTION OF PROJECT 5
1.03 TIME OF COMPLETION 5
1.04 LIQUIDATED DAMAGES 5
1.05 COORDINATION 5
1.06 ORDER OF WORK 5
1.07 HOURS OF WORK 6
1.08 DUST CONTROL 6
1.09 PUBLIC CONVENIENCE 6
1.10 SUBMITTALS 7
1.11 AS-BUILT PLANS 7
1.12 PROJECT APPEARANCE 8
1.13 STAGING AREA 8
1.14 PROPERTY AND FACILITY PRESERVATION 8
1.15 PRECONSTRUCTION PHOTOGRAPHS 8
1.16 MEASUREMENT AND PAYMENT 9

2.00 MOBILIZATION 10
2.01 MEASUREMENT AND PAYMENT 10

3.00 TRAFFIC CONTROL SYSTEM 11
3.01 MATERIALS 11
3.02 EXECUTION 11
3.03 PUBLIC ACCESSIBILITY 12
3.04 PARKING 14
3.05 MEASUREMENT AND PAYMENT 14

4.00 CONSTRUCTION STAKING 15
4.01 MEASUREMENT AND PAYMENT 15

5.00 POTHOLING 16
5.01 MEASUREMENT AND PAYMENT 16

6.00 WATER POLLUTION CONTROL PLAN (WPCP) 17
6.01 WPCP PREPARATION, APPROVAL, AND UPDATES 17
6.02 WPCP IMPLEMENTATION AND MAINTENANCE 18
6.03 MEASUREMENT AND PAYMENT 19

7.00 CLEARING AND GRUBBING 20
7.01 EXISTING IRRIGATION SYSTEM 20
7.02 EXISTING VEGETATION 20
7.03 REMOVE CONCRETE 21
7.04 REMOVE ASPHALT CONCRETE PAVEMENT 21
7.05 MISCELLANEOUS REMOVALS 22
7.06 MEASUREMENT AND PAYMENT 22

8.00 REMOVE TREE 23
8.01 NESTING BIRD SURVEY 23
8.02 MEASUREMENT AND PAYMENT 23

9.00 EARTHWORK 24
9.01 MEASUREMENT AND PAYMENT 24

10.00 AGGREGATE BASE 25
10.01 DAILY SUBMITTAL 25
10.02 MEASUREMENT AND PAYMENT 26

11.00 CONCRETE 27
11.01 EXECUTION 27
11.02 DETECTABLE WARNING SURFACE 29
11.03 DAILY SUBMITTAL 29
11.04 MEASUREMENT AND PAYMENT 29

12.00 GRAVEL SURFACE 31
12.01 MEASUREMENT AND PAYMENT 31

13.00 STORM DRAIN 32
13.01 EARTH-LINED CHANNEL AND DRAINAGE SWALE 32
13.02 STORM DRAIN PIPE 32
13.03 SHORING 33
13.04 STORM DRAIN MANHOLE 33
13.05 DROP INLETS 33
13.06 MEASUREMENT AND PAYMENT 33

14.00 ADJUST EXISTING FACILITIES TO GRADE 35
14.01 EXECUTION 35
14.02 MEASUREMENT AND PAYMENT 36

15.00 DOMESTIC WATER LINE EXTENSION 37
15.01 MEASUREMENT AND PAYMENT 37

16.00 IRRIGATION 38
16.01 MEASUREMENT AND PAYMENT 38

17.00 LANDSCAPE PLANTING 39
17.01 MEASUREMENT AND PAYMENT 39

18.00 HOT MIX ASPHALT 40
18.01 MATERIALS 40
18.02 EXECUTION 40
18.03 DAILY SUBMITTAL 41
18.04 MEASUREMENT AND PAYMENT 41

19.00 TRAFFIC STRIPING AND PAVEMENT MARKINGS 43
19.01 PAVEMENT MARKERS/DELINEATORS/STRIPING/PAVEMENT MARKINGS 43
19.02 WHEEL STOPS 43
19.03 MATERIAL 43
19.04 APPLICATION 44

19.05 PAVEMENT MARKERS *44*
19.06 MEASUREMENT AND PAYMENT *45*

20.00 ROADSIDE SIGNS AND BARRICADES *46*
20.01 MEASUREMENT AND PAYMENT *46*

21.00 ROAD PIPE GATE *47*
21.01 MEASUREMENT AND PAYMENT *47*

22.00 CHAIN LINK FENCE *48*
22.01 MEASUREMENT AND PAYMENT *48*

23.00 SHADE STRUCTURE *49*
23.01 MEASUREMENT AND PAYMENT *49*

24.00 TEMPORARY ADA PARKING *50*
24.01 MEASUREMENT AND PAYMENT *50*

25.00 PARKING LOT LIGHTING SYSTEMS *51*
25.01 PARKING LOT LIGHTING SCHEDULE OF VALUES *51*
25.02 FOUNDATIONS *51*
25.03 STANDARDS, POLES, PEDESTALS, AND POSTS *51*
25.04 CONDUIT *51*
25.05 PULL BOXES *52*
25.06 CONDUCTORS AND WIRING *52*
25.07 LUMINAIRES *53*
25.08 MEASUREMENT AND PAYMENT *53*

26.00 QUALITY ASSURANCE PROGRAM *54*
26.01 ACCEPTANCE TESTING *54*
26.02 CERTIFICATE OF COMPLIANCE *54*
26.03 MEASUREMENT AND PAYMENT *55*

1.00 GENERAL

All references to the State Standard Specifications means the 2023 State of California Standard Specifications issued by the California Department of Transportation.

1.01 LOCATION

The work under this contract is located at the following locations as shown on the plan sheets:

1. Whitney Community Park on the northeast corner of Whitney Ranch Parkway and Wildcat Boulevard.

1.02 DESCRIPTION OF PROJECT

The work to be performed consists, in general, of extension of an existing parking lot, including but not limited to, removal of trees/vegetation and flatwork; installation of new curb, gutter, sidewalk, and curb ramps; parking lot lighting; storm drain infrastructure; paving; traffic striping, legends, and markings; roadside signs; shade structure; and all other work shown in the contract documents.

1.03 TIME OF COMPLETION

For the purpose of this contract, all work for the base project under this contract shall be complete within **60 WORKING DAYS** beginning on the first effective working day as specified in the Notice to Proceed (NTP).

1.04 LIQUIDATED DAMAGES

For the purpose of this contract, Liquidated Damages shall be set at the amount of Two Thousand One Hundred Dollars ($2,100) per calendar day.

1.05 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors, and utility companies working in the area.

At a minimum, the Contractor shall coordinate his operations with the following:

- City Parking Lot Lighting
  Contractor shall notify Shawn Darling at the City of Rocklin (916) 625-5282, a minimum of ten (10) working days before any electrical work begins.

- City Landscaping
  Contractor shall notify Carl Miller at the City of Rocklin (916) 625-5577, a minimum of ten (10) working days before any clearing and grubbing work begins.

1.06 ORDER OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the State Standard Specifications and these Special Provisions.

The following shall be performed prior to the Notice to Proceed:

1. Prepare and submit a work plan, progress schedule for all items of work and traffic and pedestrian control plans in a form provided by or acceptable to the Engineer. The work plan and schedule

shall be updated weekly to reflect all items of work performed at the site and shall clearly indicate the proposed completed date. **No work may begin under contract until the Progress Schedule and Traffic Control Plan have been approved by the Engineer.** Time required for review and approval of these items shall not constitute a basis for time extension.

2. Prepare and submit a Water Pollution Control Program (WPCP), as specified in these Special Provisions, in a form acceptable to the Engineer. **Work shall not commence until the plan is reviewed and approved by the Engineer.**

3. Before commencement of any demolition work on the project, the Contractor shall verify existing conditions of irrigation facilities that may be impacted by the project. The Contractor shall submit a log listing the date of testing and whether the existing system within the footprint of the project is functional; see the Clearing and Grubbing section of these Special Provisions for additional details.

The above item(s) shall clearly disclose the Contractor's proposed procedures and methods of operation, including identifying any special equipment intended for use on the project and method of addressing traffic. It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations.

1.07 HOURS OF WORK

The Contractor is to determine how to most efficiently complete the project. Day work shall be Monday to Friday 7 AM to 5 PM. If performing work during the day in the City right of way, the Contractor shall only be permitted to close one lane in each direction between the hours of 8:30 AM and 3:30 PM.

1.08 DUST CONTROL

Dust control shall conform to the provisions in Section 10-5, "Dust Control," of the State Standard Specifications.

The Contractor shall provide adequate levels of watering to control dust as well as street sweeping. At a minimum, the Contractor shall sweep the street and existing parking lot once a week, or more often as directed by the Engineer/Inspector, to ensure dust is controlled, especially during grinding operations. The Contractor shall furnish all water necessary for dust control.

The Contractor shall:

- enclose, cover, or water twice daily all soil piles;
- water exposed soil with adequate frequency for continued moist soil;
- water all haul roads twice daily; and
- cover loads of all haul/dump trucks securely.

The project area is serviced by Placer County Water Agency (PCWA). The Contractor shall coordinate with the water provider for a hydrant meter. Water used for the contractor's purposes shall be considered included in the price paid for various items of work and will not be paid separately.

1.09 PUBLIC CONVENIENCE

The Contractor shall comply with Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the State Standard Specifications.

1.10 SUBMITTALS

The Contractor shall comply with the submittal requirements as set forth in Section 5-1.23, “Submittals,” of the State Standard Specifications and these Special Provisions.

The Contractor shall submit via the City’s online platform (e.g., Virtual Project Manager) one electronic PDF of each material submittal to the Engineer at minimum ten (10) days prior to using said material. Submittals will be reviewed and one (1) copy will be returned to the Contractor with conditions and/or approvals.

The Contractor shall review the Quality Assurance Program section of these Special Provisions for materials requiring certificates of compliance (COCs); submit COCs with material submittals.

See individual sections for submittal requirements included in, but not limited to the following sections:

1. Progress Schedule
2. Water Pollution Control Plan
3. Traffic Control, Pedestrian Access, and Stage Construction Plan
4. Hot Mix Asphalt Design
5. Concrete Mix Design
6. Aggregate Base Mix Design
7. Pavement Striping and Marking Literature and Specifications
8. Roadside Signs and Mounting Literature and Specifications
9. Detectable Warning Surfaces
10. Certificates of Compliance
11. Electrical Systems Literature and Specifications
12. Steel Reinforcement Tags
13. Qualifications/resume of I.S.A. certified arborist
14. Landscaping/Irrigation Literature and Specifications
15. Storm Drain Infrastructure Literature and Specifications
16. Shoring Details
17. Pipe Gate Literature
18. Wheel stop Cut Sheet
19. Chain Link Fencing Literature and Specifications
20. Potable Water Pipe Literature and Specifications
21. As-Built Plans
22. Any other items required by the City

1.11 AS-BUILT PLANS

Upon completion of the work, the Contractor shall furnish to the City a complete set of as-built plans showing all changes or deviations from the plans taking care to note the location of objects not installed at the location shown on the plans. Improvements will not be accepted by the City for permanent maintenance until the Contractor has submitted all as-built plans to the Engineer. The as-built plans shall conform to the following:

1. The plans must be stamped or otherwise noted “AS-BUILT,” be neat, clear, and readable.

2. As-built plans must contain the Contractor’s name, permanent address, date prepared, and signature.

3. Disclaimer statements of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code must not be included on the as-built plans.

1.12 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In areas visible to the public, the following shall apply:

A. When practicable, broken concrete and debris developed during construction activities shall be disposed of concurrently with its removal. Debris stockpiling is not allowed in the public right of way. If stockpiling is necessary, the Contractor is to stockpile in an unused portion of Whitney Community Park subject to City-approval.

B. All streets, driveways, sidewalks, and haul routes within the project limits shall be kept clean and clear of debris, dirt and dust in a manner acceptable to the Engineer. The Contractor shall sweep works areas on a daily basis.

Failure to meet these requirements of this section may result in a “Stop Work” notice. The “Stop Work” notice will not be rescinded until the appearance of the work is acceptable to the Engineer.

At the end of each workday, all debris, branches, roots, removed fence, rubbish, and other debris in the work area shall be collected and placed in a suitable disposal bin or pile. Materials to be used later in construction shall be neatly stockpiled. All parts of the work shall be left in a neat and presentable condition at the end of the work shift.

1.13 STAGING AREA

The City will allow the Contractor to stage at Whitney Community Park in the undeveloped area of the park subject to City-approval.

The Contractor is hereby made aware that a bicycle pump track (i.e., BMX bike track) may be under construction concurrently with the parking lot extension. As such, the Contractor shall coordinate with the bicycle pump track contractor regarding an appropriate laydown area that does not conflict with the new pump track.

1.14 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the State Standard Specifications and these Special Provisions.

Existing hardscape, retaining walls, curb, utilities, trees, shrubs, other plants and irrigation facilities not called out on the plans to be removed, which are injured or damaged by reason of the Contractor's operations, shall be replaced or restored by the Contractor at the Contractor’s expense.

The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 5-gallon and maximum of 15-gallon, whichever is most appropriate for the species of plant, as determined by the Engineer. Replacement ground cover plants shall be from 1-gallon containers and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in Section 20-4.03F, “Replacement Plants,” of the State Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.03G, "Watering," of the State Standard Specifications. Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period.

1.15 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall be taken by the Contractor before any construction begins. Each photograph shall be taken from a point between four feet (4’) and eight feet (8’) above the ground. All

photographs shall show good details in both shadow and sunlit areas. The Contractor shall submit digital photography files either in .TIF or uncompressed .JPEG raster files. All photos shall be time and date stamped to confirm existing field conditions at the time the notice to proceed with construction is issued.

The Contractor shall submit all photos taken to the City via the City's online platform (e.g., Virtual Project Manager). Photographs shall be grouped according to street, lateral or line, and in sequence.

The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the work.

A sample of six (6) photographs shall be submitted to the City for approval before proceeding with the remaining photographs. All photographs which do not conform to these Special Provisions, as determined by the City, shall be retaken.

1.16 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

2.00 MOBILIZATION

Mobilization shall conform to Section 9-1.16D, “Mobilization,” of the State Standard Specifications and consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

It is the Contractor’s responsibility to plan and perform all work within the time of completion as allowed in this contract.

This section also includes all necessary permits required by the Contractor.

2.01 MEASUREMENT AND PAYMENT

Mobilization shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, administrative cost, permit fees, and incidentals for doing all work involving mobilization as specified in these Special Provisions, the State Standard Plans and Specifications and as directed by the Engineer and no additional compensation will be allowed, therefore.

The City shall not pay additional mobilization compensation for a contract change order or for a second mobilization if the project is extended due to weather. Payment for mobilization will be subject to retention.

3.00 TRAFFIC CONTROL SYSTEM

This work shall include signage, flagging, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and traffic during construction.

3.01 MATERIALS

Traffic control shall conform to Section 12, “Temporary Traffic Control,” Section 7-1.03, “Public Convenience,” and Section 7- 1.04, “Public Safety”, of the State Standard Specifications, and the Manual on Uniform Traffic Control Devices, current California edition, available at the following website: https://dot.ca.gov/programs/safety-programs/camutcd.

3.02 EXECUTION

Prior to installation of temporary traffic control devices, the Contractor shall have a field meeting with the foreman overseeing installation of traffic control and the Engineer to review the approved traffic control plans and discuss their implementation. Traffic control will be an agenda item at each weekly construction meeting.

Traffic Control Plans (hereinafter "TCP") shall be developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, bicyclists, and workers during construction. The TCP shall include all work within the City rights-of-way, and applicable, private streets adjacent to the construction zone. Individual TCP’s shall be submitted to the Engineer for review a minimum of ten (10) working days prior to starting any work covered by a particular TCP. Non-compliance with any stipulation of this Section will be justification for the City to stop work.

Pedestrian access shall be provided throughout construction areas within the right of way, and as appropriate, on private property where City construction may occur.

The Contractor shall notify interested parties and/or agencies required by the Engineer as to any road closures, the expected duration, and detours. City staff will notify law enforcement and fire department personnel.

Driveways shall be usable at all times, unless the Contractor has made special arrangements with the property owner to close a driveway.

The Contractor shall be solely responsible for pedestrian and vehicular movement through the project area and shall assume full liability for any and all claims arising out of the construction of the project.

All traffic control devices including, but not limited to, traffic cones or portable delineators, telescoping flag trees, arrow boards, barricades, and signs shall be placed before beginning work and shall be removed from the right-of-way at the end of each day or shift, or, for long-term closures, when no longer needed, and shall be placed so as to not obstruct bicycle lanes and pedestrian facilities. All traffic control devices left in the right-of-way by the Contractor are subject to removal by the City.

The Contractor shall be required to pay any costs incurred by the City associated with the removal of these devices. No equipment shall be parked within any traffic lanes, medians, or within the public right of way at any time of day or night, including holidays and weekends, without an approved lane or road closure. The Contractor shall notify the City a minimum of three (3) Working Days in advance of any lane closure and twenty (20) Working Days in advance of any road closure.

Flagging

Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with Manual and the current “Flagging Handbook” published by the American Traffic Safety Services

Association (ATSSA). The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense. All flaggers shall be trained as required by Cal/OSHA Title 8, Section 1599, and proof of such training shall be made available by the Contractor upon request by the City. Any flagger, in the opinion of the City, not performing in a safe manner or in a manner conducive to public safety must be removed and replaced by the Contractor immediately.

Flaggers shall be used where necessary to control the flow of traffic through the construction site and shall be used in all cases where traffic is being routed through the construction zone under one-lane, two-way traffic controls, or when ordered by the City.

Flagging Costs

Unless specified elsewhere in these Special Provisions, the cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the construction site shall be considered included in the Contractor's bid and no additional compensation will be made.

3.03 PUBLIC ACCESSIBILITY

The Contractor shall provide access to the public through the project site at all times. The Contractor shall provide access to adjacent properties at all times. The Contractor shall maintain access to properties and pedestrian access even after hours for the life of the construction. Temporary access ramps shall be installed to maintain access and shall be shown on the Contractors staging plan.

The Contractor shall be responsible for designing working drawings, constructing and providing a safe and adequate continuous, accessible and safe path of travel around or through localized construction work zones and to each building, business and property utilized by the public. The Contractor shall use temporary asphalt, aggregate base, wood/metal ramps, signs, cones, barricades, flashers, and flaggers to direct and channel the public during and after construction. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval. Advance warning shall be provided to the public should an access path be closed. All safe paths of travel shall be in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG), Americans with Disabilities Act (ADA) regulations and the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Materials

Materials used for public accessibility during construction include, but is not limited to:

- Temporary Hot-mix Asphalt Concrete (cut back asphalt concrete not permitted)
- Temporary Wood Ramp
- Aluminum Modular Ramps. EZ-Access, or approved equal.
  Contact info: www.ezaccess.com, Phone 800-451-1903.
- Four (4) foot wide minimum walking surface with running slope not to exceed eight (8) percent.
- Barricade materials: Delineators, A-Frames, Barrier Caution Tape, Fencing Material
- Non-skid tape
- Four (4) inch timber, or equivalent, at the bottom of any railing to provide for the sight impaired

Installation

Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.

Temporary ramps shall have a minimum four (4) foot wide walking surface and a running slope not to exceed eight (8) percent.

Temporary ramps shall meet existing surfaces without gaps. When required for drainage, a Schedule 40 PVC pipe, with minimum 2-inch diameter, shall be installed under or through ramp in gutter or flow line.

Transitions between temporary ramps and the street or sidewalk surfaces shall be smooth.

Sides of the temporary ramps shall be protected where drop-offs exceed six (6) inches.

Temporary ramps shall have appropriate detectable warning surfaces in conformance with ADAAG.

Temporary ramps shall be provided to the public leading to businesses. Temporary ramps at the corners of the intersections shall be made of temporary AC pavement to ensure that a smooth transition is provided for the public as well as auto traffic. All temporary wooden ramps shall be maintained throughout the construction project. The Contractor shall maintain the structural integrity of the ramps. No loose, splintered boards or nails will be acceptable.

Maintenance of a Clear and Accessible Public Corridor

The Contractor shall maintain a four (4) foot accessible corridor that provides at least one safe path of travel for the public at all times for the duration of the project. Conversely, if a safe path of travel is not available, the Contractor shall post the sidewalk as being closed, however, access must still be maintained to each business. Signage shall be placed at the location of closure and at the next intersection in both directions, advising of the closure but noting that access is still available to all businesses. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval.

The Contractor shall provide a path to the businesses and residents, using aggregate base to backfill, after demolition of the concrete sidewalk, curb and gutter. The aggregate base shall be firmly packed to establish a safe and ADA compliant path, along the entire work zone.

Installation of Barricades

Barricades, which will provide protection for the public from traffic or construction operations, shall be installed in the following locations:

- Between the access route and any adjacent construction site.
- Between the alternate circulation path and any adjacent construction site.
- Between the alternate circulation path and the vehicular way, if the alternate circulation path is diverted into the street.
- Between the alternate circulation path and any protruding objects, drop-offs, or other hazards to the public.
- At the down curb ramp of an intersection, if opposite up curb ramp is temporarily or completely blocked, and no adjacent alternative circulation path is provided.

Surfacing of Public Corridors

During construction, tripping hazards and barriers must be removed to maintain an accessible safe path of travel. The surface of the path of travel shall be skid resistant and free of irregularities.

Opened crosswalks, ramps and walkways in general shall be kept free of debris and obstructions.

Identification of Safe Path of Travel

If alternate circulation routes are provided for the public to bypass the construction site, the route shall be clearly defined and advance warning shall be provided to clearly delineate the alternate circulation route. Any change of level in a path of travel that is over ¼ inch (1/2" maximum) height must be beveled at 45 degrees to provide a smooth, non-tripping transition. The Engineer shall review and approve any public access limitations and notification requirements for pedestrians with mobility or vision impairments.

When using A-frames for defining a path of travel, A-frames shall be placed end to end (no spacing between barricades) to provide a continuous guide for individuals using canes. A-frames shall be connected with 2x4's that are continuous and are attached to the base of the barricade system at two (2) to four (4) inches from the ground.

Caution tapes shall not be used as barricades or to define a path of travel but may be used to highlight danger or in conjunction with barricades. Excavated areas shall be secured by means of barricades or temporary fences.

The bottom three (3) inches of any fencing material used shall be made solid to act as a guide for canes used by the visually impaired. Wood, sheet metal, railings, or other approved material may be used at the bottom portion of the fence.

Curb ramps leading to closed crosswalks shall be appropriately barricaded. Temporary ramps shall be provided at temporary crosswalks and shall be able to direct blind pedestrians to and through the temporary path of travel. R9-3a and R9-3b signs shall be mounted on the barricade to advise pedestrians of closed sidewalk and directed routes.

No trucks or equipment shall be parked or obstructing the public path of travel at any time.

Warning Signs
The Contractor shall provide warning signs for temporary ramps and barricades. Warning signs shall be located at both the near side and the far side of the intersection preceding a temporarily completely blocked public way.

Restoration of Public Routes
After construction, the site shall be restored to its former condition, or new condition as required.

3.04 PARKING

Contractor shall furnish, install, maintain and remove “No Parking” signs in areas where the Contractor’s work will require restricted parking. The Contractor shall place notification for the elimination of on-street parking or parking lot parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The signs shall clearly show the date(s) and hours of the parking prohibition, as well as the date and time the signs were posted. The notification shall include the Contractor's phone number and the phrase "VEHICLES WILL BE TOWED PURSUANT TO CVC SECTION 22654 (d)". This notice shall be affixed to a Type II barricade that is placed in the lane of the road, near lip of gutter, (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer. Non-compliance with any stipulation of this section will be justification for the City to stop work.

In the event that towing is required after proper notifications have been delivered and posted, and reasonable attempt have been made to the property owner or resident, the Contractor shall be responsible for contacting the Rocklin Police Department to dispatch a towing company. It will be the Contractor’s responsibility to determine if towing is required. The City will not be responsible for any claims made as a result of towing from the Contractor.

3.05 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section, including furnishing all labor, material, tools, equipment and incidentals, including but not limited to private property coordination as necessary, preparing and maintaining an adequate traffic control plan, furnishing, placing, removing storing, maintaining, moving to new locations, replacing, and disposing of the components of the temporary traffic control system, as specified in these Special Provisions, and as directed by the Engineer shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

4.00 CONSTRUCTION STAKING

The contractor shall provide a copy of staking notes to the Engineer prior to any stakes being used. The Contractor shall furnish and set all construction stakes and marks to establish the lines, grades, and sections required for the completion of the work as shown on the plans and as specified in the State Standard Specifications and these Special Provisions.

Prior to any construction work, the Contractor shall adequately survey the existing horizontal and vertical control points of all facilities that are to be restored to their original locations at the end of construction.

Before starting any survey work, the Contractor shall submit in writing for approval to the Engineer, the proposed procedures, methods, equipment, and typical stake markings to be used. All procedures, methods, and typical markings shall be in accordance with the Caltrans Surveys Manual, Chapter 12, "Construction Surveys," and which is available at https://dot.ca.gov/programs/right-of-way/surveys-manual-and-interim-guidelines.

In the event the Contractor's operations destroy any of the project control points or construction staking, the Contractor shall replace project control points and construction staking at Contractor's expense, subject to verification by the Engineer. The cost of any such verification by the Engineer will be deducted from any moneys due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification of project control points by the Engineer.

Construction stakes shall be removed from the site of the work when no longer needed.

It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between the field conditions and grades and notes shown on the Plans.

4.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5.00 POTHOLING

Attention is directed to Section 15, “Existing Facilities,” of the State Standard Specifications and these Special Provisions.

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations not less than two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center
Underground Service Alert - Northern California (USA)
1(800) 227-2600

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer assumes no responsibility therefore. Whenever any such utilities are indicated thereon and identified through the Underground Service Alert process, the Contractor shall be responsible for positively verifying their actual location and depth in the field. The Contractor shall notify USA prior to any excavation. The Contractor shall provide the City with the results of potholing activity.

The Contractor is responsible for potholing where potential conflicts exist between existing utilities, identified through USA, and proposed improvements. Potholing shall consist of excavating to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The location and number of potholes shall be determined in the field by the Contractor after the underground facilities have been marked in the field through USA. It is the Contractor’s responsibility to coordinate any potholing work with the necessary utilities.

The Contractor shall backfill and replace the street section in place following potholing activity in a manner acceptable to the City and the utility.

The Contractor will not be entitled to damages or additional payment for delays, mobilization or demobilization caused by a utility conflict with any of the proposed improvements or the utility company’s failure to appear on site at the designated date and time whether for potholing or any other private utility work.

In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements.

5.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section, including backfilling and surface restoration, utility coordination, as necessary for the Contractor to complete the work as designed shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

6.00 WATER POLLUTION CONTROL PLAN (WPCP)

The Contractor shall develop and implement a WPCP in accordance with Section 13, “Water Pollution Control,” of the State Standard Specifications, and these Special Provisions.

The Contractor shall generate the WPCP and submit to the Engineer for review and approval.

Within this section, references to Water Pollution Control shall be consistent with content and requirements of the Project WPCP preparation, execution, and final stabilization requirements.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor’s failure to comply with the provisions set forth in these Special Provisions, including but not limited to, compliance with the provisions of the 2009 Approved Stormwater Quality Improvement Plan (SQIP), the Permit, and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the City or Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

A. Enter upon the construction site and the Contractor’s facilities pertinent to the work; and

B. Inspect the construction site and related soil stabilization practices and sediment control measures.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor’s records.

6.01 WPCP PREPARATION, APPROVAL, AND UPDATES

The Contractor must provide a Qualified SWPPP Developer (QSD) to prepare the WPCP. The Contractor will provide a QSD and Qualified SWPPP Practitioner (QSP) to perform the testing and inspection. This does not relieve the Contractor from their duties to amend and follow the WPCP to include inspections and implementing corrections.

The Contractor shall be required to amend the WPCP and submit to the Engineer for review and comment. Erosion and sediment control shall conform to the requirements of the current edition of the “Storm Water Quality Design Manual, Sacramento Region,” which is available at the following website:

https://www.beriverfriendly.net/stormwater-quality-design-manual/

Within 20 working days of receiving a copy of the fully executed contract, the Contractor shall submit a copy of the WPCP to the Engineer. The Engineer will have 10 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP to the Engineer within 15 days of receipt of the Engineer’s comments. The Engineer will have 5 days to review the revisions. A copy of the WPCP shall be kept on the job site at all times.

Soil stabilization Best Management Practices (BMPs) shall be maintained on any area disturbed. All BMPs shall be installed/implemented and maintained throughout the duration of construction.

The Contractor shall provide a QSP to perform regular inspection of the site and the installed BMPs. The Contractor's QSP shall place a record of all inspections in the project WPCP binder within 24 hours of any inspection. The project WPCP binder shall be made available to the City for review at any time during normal working hours.

Erosion and sediment control BMPs shall be placed, monitored for effectiveness, and maintained throughout the construction process.

The following precautions shall be implemented regardless of the season:

1. A stabilized construction site access should be constructed at any construction staging and/or stockpile site as determined appropriate by the Engineer.

2. Temporary stockpiling of construction materials, including vehicles and portable equipment, supplies, fuels and chemicals, will be restricted to designated construction staging areas within the project area.

3. Any wet season requirement shall be implemented if conditions exist which may cause erosion and sedimentation.

4. The Contractor shall not be limited to the requirements listed above but shall be responsible for implementing whatever measures are necessary to prevent erosion and sedimentation.

The Contractor shall recommend amendments to the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended by the Contractor's QSD if the WPCP is in violation of any condition of the Permit or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved WPCP. Approved amendments shall be dated and logged in the WPCP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations within 3 business days or prior to any forecast rain event of 50% or greater per National Oceanic and Atmospheric Administration (NOAA).

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 calendar days of identification of non-compliance.

6.02 WPCP IMPLEMENTATION AND MAINTENANCE

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work.

Soil-disturbed area of the project site shall be not more than 1 acre. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil

stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required for the protection of soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbance activities are to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become non-active during the wet season shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The Contractor shall monitor the weather forecast on a daily basis. The NOAA forecast shall be used. Construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall comply with all provisions of the WPCP, including inspection and maintenance during the life of the project, including any work stoppages for any reason, including weather, holidays, moratorium, utility conflicts, etc.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the City.

6.03 MEASUREMENT AND PAYMENT

Water Pollution Control Plan (WPCP) shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the WPCP, and installing Best Management Practices (BMP). This bid item includes implementing measures prescribed in amendments, and installing, constructing, maintaining, removing, and disposing of control measures, as shown in the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The City of Rocklin pays a total of 40% of the lump sum price upon approval of the WPCP by the City, 55% of the lump sum price as determined by the Engineer spread across monthly pay estimates, and the final 5% as part of retention.

7.00 CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 17-2, “Clearing and Grubbing,” of the State Standard Specifications and these Special Provisions.

The Contractor shall remove and dispose of trash from the site work area. Objectionable materials removed shall be disposed of outside the street right of way in accordance with the State Standard Specifications.

The Contractor shall repair any private, landscaped areas damaged by construction activities that are not identified on the plans for removal. The repairs shall be considered incidental to the work and included in the lump sum price paid for clearing and grubbing with no additional payment allowed therefore.

If ground disturbance or vegetation removal is to take place during the breeding season (February to August), a pre-construction nesting bird survey shall be conducted in accordance with the provisions identified in the “Remove Tree” section of these Special Provisions.

The Contractor shall coordinate with the City of Rocklin’s Landscape Inspector, Carl Miller, whose contact information is 916-625-5577, or carl.miller@rocklin.ca.us prior to any work on or near City maintained landscaping.

All mulch to be placed in existing and new mulch areas shall be included in the price paid for Clearing and Grubbing and no additional payment allowed therefore.

7.01 EXISTING IRRIGATION SYSTEM

The removal and repair of any existing irrigation/sprinkler systems shall be conducted in accordance with these Special Provisions and the Contractor shall relocate, repair or replace as necessary any irrigation lines, sprinkler heads, etc. which interfere with the clearing and grubbing, sidewalk construction, or any other improvements on the plans to the satisfaction of the Engineer. The Contractor shall adjust irrigation valves to grade that are not identified to be moved or relocated if they conflict with new proposed slopes.

The Contractor shall repair any irrigation systems damaged by construction activities. The irrigation systems shall be reinstalled within 48 hours unless approved by the Engineer. The Contractor shall water existing landscaping in the interim using alternate methods, as directed by the Engineer. The price paid for meeting the existing irrigation system provisions of this section, including furnishing all water, shall be included in the price paid for Clearing and Grubbing with no additional payment allowed therefore.

7.02 EXISTING VEGETATION

Clearing and grubbing does not include the removal of existing trees, but does include the removal of shrubs, sod and other ground cover necessary to prosecute the work. Trees to remain shall be protected and any root cutting of trees to remain shall be done under the direction of a Contractor-provided arborist certified by the International Society of Arboriculture (I.S.A.). Roots shall be removed to a minimum depth of 12 inches below the grading plane, typically.

The Contractor shall submit to the City, in writing, the name of the I.S.A. certified arborist, a minimum of five (5) working days prior to the start of Clearing and Grubbing operations.

All work by the Contractor-furnished certified arborist shall be considered incidental to the work and included in the price paid for Clearing and Grubbing and no additional payment will be allowed therefore. This includes support from the certified arborist for work performed under the Remove Tree or other bid items necessitating a certified arborist.

Tree trimming shall be limited to tree limbs required to be removed to allow for Project construction activities, minimum required vehicular clearance, and tree root cutting required for earthwork and trenching. All roots 6 inches in diameter or greater shall be cut cleanly and sealed by the arborist or by the arborist's staff.

All work within oak tree driplines shall be supervised by a certified arborist. The arborist shall conduct (or direct and supervise) all necessary root pruning of the oak trees. No limb pruning shall occur unless absolutely necessary to avoid limb damage.

The price paid for meeting the existing vegetation provisions of this section, shall be included in the price paid for Clearing and Grubbing with no additional payment allowed therefore.

7.03 REMOVE CONCRETE

Existing concrete curb, gutter, sidewalk, trash enclosure pad, and curb ramp shall be removed to the limits as shown on the plans and in accordance with Section 15-1.03B, “Removing Concrete,” of the State Standard Specifications.

Concrete, estimated to be between 6” and 7” thick, designated on the plans to be removed or which conflicts with the proposed improvements under this contract shall be removed.

Concrete shall be cut with a concrete saw to a minimum depth of 2-inches before removing concrete so that the visible edge of the remaining concrete form a neat, straight line. Concrete saw cuts shall be at score marks.

Pedestrian access through the construction areas shall be provided as specified in the Traffic Control System section of these Special Provisions.

Concrete material removed shall be properly disposed offsite by the Contractor in accordance with the State Standard Specifications.

Concrete removal shall be staged to present the least amount of disruption to the general public and to maintain at least one accessible path of travel through the job site at all times.

Concrete not identified on the plans for removal which is damaged as a result of the Contractor’s operations shall be removed and replaced in kind at the Contractor’s expense.

No demolished concrete shall remain on the job site overnight.

Removed items shall become the property of the Contractor and shall be disposed of outside the City’s right of way or City property.

The Contractor shall assume that existing concrete flatwork is poured on native material, and which native material will not be permitted to remain. As such, excavation required to install aggregate base beneath all minor concrete as shown on the plans shall be included in the bid item for Clearing and Grubbing.

7.04 REMOVE ASPHALT CONCRETE PAVEMENT

Removal of existing asphalt concrete (AC) pavement shall conform to Section 19-2, “Roadway Excavation,” of the State Standard Specifications and these Special Provisions. Existing asphalt concrete pavement shall be removed to the limits shown on the project plans. On the line at which the asphalt concrete is to be removed, a straight, neat cut, with a power-driven saw (or other acceptable means) shall be made to the full depth of the existing asphalt concrete prior to the removal of the asphalt concrete pavement.

Removal operations shall be performed with minimum damage to any portion of the asphalt concrete pavement that is to remain in place. All damage to the existing asphalt concrete to remain in place shall be repaired to a condition equal to or superior to that existing prior to the beginning of removal operations at the Contractor's own expense.

Residue from cutting operations shall not be permitted to flow into storm drains, unimproved areas, or across the parking lot outside of the project area and shall be removed from the pavement surface, concurrent with the cutting operation.

Surplus excavated materials are the property of the Contractor and must be disposed of away from the project site in accordance with State Standard Specifications.

Unless otherwise provided for in these Special Provisions, the excavation may not be left without backfill during non-working hours except with prior written approval from the Engineer. Excavations left without backfill shall be barricaded and covered or otherwise protected to ensure public safety.

All other existing base rock, native soils, gravel, and other materials necessary to construct the proposed parking lot section or other improvements on the plans is included in the Earthwork bid item.

7.05 MISCELLANEOUS REMOVALS

The existing chain link fence and pipe gate on the plans shall be removed and disposed of. Any voids left from removal of the foundation or footings shall be backfilled with Class 2 aggregate base compacted to 95% relative compaction.

The Contractor shall remove the grated manhole inlet, storm drain pipe, and pipe outfall where shown on the plans and in accordance with Section 71, "Existing Drainage Facilities", of the State Standard Specifications, these Special Provisions, and as directed by the Engineer. Voids resulting from removed structures must be filled with suitable material and compacted to a relative density of 90 percent. If the voids are in surfaced areas otherwise to remain undisturbed, they must be backfilled with materials equal to or better in quality and to the same thicknesses as the surrounding materials, as directed by the Engineer.

The Contractor shall remove and dispose of existing concrete wheel stops.

The trash dumpsters/waste containers shall be temporarily relocated away from the construction site but within the existing parking lot.

The boulders identified on the plans to be relocated shall be kept onsite such that they do not present a hazard until placed in their final designated locations as per the plans.

All removed items shall become property of the Contractor and shall be disposed of outside the City's right of way or City property in accordance with State Standard Specifications.

7.06 MEASUREMENT AND PAYMENT

Clearing and Grubbing shall be measured and paid as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

8.00 REMOVE TREE

Remove Tree shall conform to the provisions in Section 17-2.03D, “Disposal of Materials,” of the State Standard Specifications, and Section 7, “Clearing and Grubbing,” of these Special Provisions.

Tree roots that interfere with construction shall be cut off in a workmanlike manner only after consulting with the Contractor-provided certified arborist.

The Contractor shall field mark trees to be removed. These field markings of trees to be removed shall be verified by the Engineer prior to any tree removals.

The Contractor shall submit to the City, in writing, the name of the I.S.A. certified arborist, a minimum of ten (10) working days prior to the start of clearing and grubbing and/or tree removal operations.

8.01 NESTING BIRD SURVEY

If tree removal for construction will occur during the nesting season (February through August), a pre-construction survey shall be conducted in construction areas for nesting birds. Surveys shall be conducted by a Contractor-provided qualified wildlife biologist.

Surveys should be conducted no more than 14 calendar days prior to the initiation of tree removal activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through July).

If the wildlife biologist deems that an active bird nest is close enough to the construction area to be disturbed, they should determine the extent of the construction-free buffer zone to be established around the nest. However, if an active raptor nest is located, a minimum 500 foot no-disturbance buffer shall be established with no work occurring within the buffer until a qualified biologist determines the young have fledged.

8.02 MEASUREMENT AND PAYMENT

Remove Tree shall be measured and paid for per **EACH** tree removed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in tree, complete in place, including, removal, disposal, and a wildlife biologist to perform nesting bird surveys, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

9.00 EARTHWORK

Earthwork shall conform to the provisions in Section 19, “Earthwork”, of the State Standard Specifications. Earthwork includes removal of all gravel surface material in conflict with the proposed parking lot improvements.

The Contractor may spread spoils from earthwork across the existing dirt lot to the east of the existing parking lot. If a Contractor does so, the spoils shall not raise grade more than 24" in height above existing. Furthermore, the Contractor shall hydroseed all exposed or denuded areas where spoils are left to the satisfaction of the Engineer.

9.01 MEASUREMENT AND PAYMENT

Earthwork shall be measured and paid as a **LUMP SUM** and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved with performing earthwork activities, including hydroseeding, shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be paid therefore.

10.00 AGGREGATE BASE

Aggregate Base shall be Class 2 and shall be furnished and installed in accordance with Section 26, “Aggregate Bases,” of the State Standard Specifications, and these Special Provisions.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4”) maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets and coarse or fine material.

Class 2 Aggregate Base material shall contain sufficient moisture to prevent segregation. Aggregate base materials shall be immediately spread to its planned grade and cross section. Segregation or excessive drifting or spotting material will not be permitted.

The surface of the finished aggregate base at any point shall not vary more than 0.05-foot above or below the grade established by the City.

The Engineer shall have the option of leaving existing aggregate base in place if deemed suitable and compacted to meet specifications. The Contractor shall not assume there is existing aggregate base under existing flatwork. If existing aggregate base exists and is reused, the bid item quantity shall be reduced accordingly.

The Contractor shall install aggregate base rock from one source to the greatest extent practical to ensure compaction testing results are reliable and consistent for the duration of the project. If additional suppliers are to be considered, the Contractor shall provide material submittals for review and approval. The Contractor shall coordinate with the Engineer to agree upon where a particular type of base rock is to be installed thereby avoiding the mixing of aggregate base rock from multiple suppliers in one area.

The Contractor shall achieve at a minimum 95% relative compaction as outlined in the City’s Quality Assurance Program. The Contractor shall refer to the Quality Assurance Program section of these Special Provisions for information related to materials testing requirements.

The Contractor shall provide a material submittal to the City with laboratory test data no more than six weeks old certifying that the proposed materials meet all the quality requirements of Section 26, “Aggregate Bases,” of the State Standard Specifications. Proposed recycled materials shall not be used in the work unless a material submittal is approved in writing by the City.

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

10.01 DAILY SUBMITTAL

The Contractor shall submit tickets indicating the quantity of material delivered as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the tickets at the end of each day when aggregate base is installed, a temporary stop work order may be issued on the construction activity with no associated cost incurred by the City. The construction activity may resume with the Engineer’s written approval upon receiving and reviewing all tickets.

10.02 MEASUREMENT AND PAYMENT

Aggregate Base shall be measured and paid for per **TON** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installation of aggregate base rock complete in place, including compaction and all incidental work, all as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

11.00 CONCRETE

All Minor Concrete for sidewalk, driveway, curb ramp, curb, and gutter shall be constructed in accordance with Section 73, “Concrete Curbs and Sidewalks,” of the State Standard Specifications unless otherwise directed in these Special Provisions. Minor Concrete shall be in accordance with Section 90-2, “Minor Concrete,” of the State Standard Specifications and shall achieve a minimum of 3,000 psi compressive strength by 28-calendar days after placement.

The Contractor shall coordinate with the City for material sampling and testing. The City’s independent consultant shall have full access to all areas of the worksite necessary to sample and test required materials. Any material tested which does not meet the minimum design standards as outlined in this Special Provision or the City’s approved Quality Assurance Plan shall be removed and replaced at no cost to the City. The City will assume the cost of the quality assurance testing.

The Engineer shall be notified 24 hours prior to concrete pour. The Contractor shall provide string lines and forms delineating the proposed concrete surface for Engineer observation a minimum of 4 (four) hours prior to concrete pour. **No concrete shall be poured until the Engineer has approved the forms.**

All oil, paint, tire, graffiti and other marks shall be removed from all minor concrete construction by sandblasting or complete replacement prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting or complete replacement.

11.01 EXECUTION

A. Curb Ramps

1. No utility pull box, traffic signal pull box, traffic signal pole foundation, or any other facility that is visible on or above the surface of a curb ramp may be located within the area of a curb ramp without prior approval of the Engineer. For the purpose of these Special Provisions, the area of the curb ramp shall be the area of curb, gutter, sidewalk, and retainer curb (back of walk) including and bounded by the 4-foot transition adjacent to the inclined portions of the ramp.
2. All Curb Ramps shall be constructed in accordance with this section, State Standard Plan A88A, except as noted on the plans, and all Federal, State and local codes and regulations. Any variations from the details or code requirements must be approved in writing by the Engineer, prior to placing concrete.
   If a ramp constructed by the Contractor is not in full compliance with the requirements of this section, as determined by the Engineer, the Contractor shall remove and reconstruct the entire ramp at their sole cost and expense. Note: To ensure full compliance of all curb ramps with the standard details and codes, the City’s Inspector shall use appropriate means including, but not limited to, a 2-foot smart level and a tape measure.

B. Doweling

1. When pouring new concrete to existing concrete, the existing concrete vertical face shall be doweled three feet on center with 16-inch long, grade 60, #4 rebar penetrating four-inches into the existing curb, four-inches below top of curb. The dowel hole shall be 5/8-inch diameter at a light angle horizontally. The penetrating portion the dowel and adjoining existing concrete shall be 95% coated with two-part epoxy.
2. Abutting curb and gutter ends shall be doweled twice, 18-inches apart, centered on the curb and gutter section.
3. If the existing edge is damaged during doweling, the concrete shall be saw cut again at the Engineer's discretion, at no additional cost to the City.

C. Concrete

1. Before placing concrete, subgrade shall be well dampened.
2. All curb and gutter shall be poured monolithically with adjoining sidewalk.
3. Extruded curb will not be allowed.
4. All newly placed concrete shall be finished and cured in accordance with Section 90-1.03B, "Curing Concrete," of the State Standard Specifications and these Special Provisions.
5. Exposed surfaces of all minor concrete shall be coated with a pigmented curing compound immediately following surface finishing prior to the moisture sheen disappearing from the surface. Curing compound shall be uniformly applied at a rate of one gallon per 150 square feet per the manufacturer's recommendations, whichever is greater, unless otherwise specified. The Contractor shall use caution that the pigmented compound is contained within the intended area of work and does not discolor asphalt concrete or other adjoining improvements.

D. Expansion Joints, Weakened Plane Joints, and Score Marks

1. In sidewalks, an expansion joint shall be placed at the end of round corners and at major structures such as utility vaults, at portions of sidewalk that include a manhole, and at other as shown on the Plans or as directed by the Engineer. In addition, expansion joints shall be placed at sixty-foot (60') intervals of all sidewalks, and concrete median pavement.
2. Expansion joint material shall be one-half inch (1/2") thick, be shaped to fit the geometry of the sidewalks and extend for the full depth of the sidewalks. Expansion joint material shall conform to Section 73-1.02, "Materials", of the State Standard Specifications. Expansion joints shall be at right angles to the line of the work. Sealant shall be placed over the expansion joint material if directed by the City. Contractor shall not place "Felt" in expansion joints of sidewalk or curb and gutter.
3. Weakened plane joints and score marks shall be placed through the curbs and gutter section at the following intervals for the sidewalk widths indicated:
    i. All four-foot (4') wide sidewalk/ramp shall be scored at four-foot (4') intervals. In lieu of every third score mark, at twelve-foot (12') intervals, weakened plane joints shall be constructed.
    ii. All five-foot (5') wide sidewalk/ramp shall be scored at five-foot (5') intervals. In lieu of every third score mark, at fifteen-foot (15') intervals, weakened plane joints shall be constructed.
    iii. All six-foot (6') wide sidewalk/ramp shall be scored at six-foot (6') intervals. In lieu of every third score mark, at eighteen-foot (18') intervals, weakened plane joints shall be constructed.
4. Weakened plane joints shall extend through both the sidewalk and the curb and gutter when constructed at the same time and monolithically.
5. All score marks shall be placed at the back of the curb for the total length of all monolithic curb, gutter and sidewalk.

E. Concrete Finish

1. Concrete shall not be placed or finished in the rain.
2. Curb and gutter shall be free from humps, sags, or other irregularities. The surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a ten-foot (10') straightedge, except at grade changes.
3. All concrete surfaces shall be completed with a medium broom finish transverse to the line of work unless otherwise specified.

4. All gutters shall be flow tested with water post concrete pour to assure proper drainage. If positive drainage is not achieved, the Contractor shall remove and reconstruct gutter/bus pad to achieve positive flow at their sole cost and expense.
5. All exposed surfaces of minor concrete shall be free from rock pockets, discoloration, graffiti, and blemishes. Surfaces shall have a uniform texture and appearance free of bulges, depressions, or other imperfections. Surfaces shall not vary by more than one quarter of an inch (1/4") from a ten-foot (10') straight edge except at grade changes.

F. Damage Repairs

All damage done or openings cut in concrete walks, curbs or gutters during the progress of the work shall be repaired by the Contractor to the satisfaction of the City. Patching of damaged areas may be allowed at the discretion of the Engineer. Partial removal and replacement of sections of sidewalk, portions of curbs and/or gutters less than four (4') feet in length will not be allowed.

All removal of damaged sidewalk, curb and gutter sections shall extend to the nearest score marks, weakened plane joint, construction joint within three (3') feet of the limit of damage concrete. All damaged areas shall be removed and replaced as specified by the Engineer without compensation.

All voids behind back of walk created by the installation of minor concrete shall be backfilled with suitable material and properly compacted within 10 working days of concrete placement.

11.02 DETECTABLE WARNING SURFACE

Detectable Warning Surfaces shall be installed in each curb ramp in accordance with State Standard Plan A88A, Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

A detectable warning surface must be on the Caltrans Authorized Material List for detectable warning surfaces and must match yellow color no. 33538 of AMS-STD-595.

11.03 DAILY SUBMITTAL

The Contractor shall provide delivery tickets at the time of delivery of each load of concrete. Each delivery ticket shall state the total yield in cubic yards, date, and time of day corresponding to when the batch was loaded, when it was dispatched, when it arrived at the job, and the time that unloading began. Each delivery ticket shall include the mix design number such that the Engineer can confirm the placed concrete matches the approved material submittal.

The Contractor shall provide the Certificate of Compliance at the time the final load of concrete is delivered each work day on which concrete is installed.

11.04 MEASUREMENT AND PAYMENT

Curb Ramps – Payment for the work required to construct the Curb Ramps, complete in place, shall be considered as included in other bid items that make up the work including, but not limited to, Minor Concrete Sidewalk, Minor Concrete Curb and Gutter of the various types shown on the plans, and Detectable Warning System, and no additional compensation will be allowed, therefore.

Minor Concrete (6" Sidewalk, 6" Concrete Pavement) shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing the flatwork, complete in place, including preparing the subgrade, grading, and compaction, all form work, reinforcement,

finishing and curing the concrete, scoring, placing dowels and epoxy, water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Minor Concrete (Type 2 Curb & Gutter or Type 5 Curb) shall be measured and paid for per **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing curb and gutter, complete in place, including preparing the subgrade, grading, and compaction, all form work, furnishing and curing the concrete, scoring, placing dowels and epoxy, curb and gutter water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Detectable Warning Surface shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing detectable warning system, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. This bid item is strictly for the DWS and does not include the concrete or aggregate base rock beneath the DWS.

12.00 GRAVEL SURFACE

The Contractor shall furnish and install a gravel surface at the locations and to the depths shown on the plans in accordance with these Special Provisions and at the direction of the Engineer.

Gravel Rock shall be 3/4-inch max. diameter and must be clean, washed, dry, and free of clay balls, organic matter, and other deleterious materials.

The existing gravel rock may be reused for this work if it meets this specification.

12.01 MEASUREMENT AND PAYMENT

Gravel Surface shall be measured and paid for as a **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing gravel, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

13.00 STORM DRAIN

The work provided for in this Section shall include all labor, materials, and equipment required to construct storm drainage improvements as shown on the plans, as noted in these Special Provisions and the Rocklin General Design Specifications Section 5, and as directed by the Engineer.

All existing drainage inlet grates shown on the Plans to be removed shall become the property of the Contractor and disposed of.

Concrete used for storm drain structures shall achieve a minimum compressive strength of 3,600 psi by 28 calendar days after placement.

Dewatering of trenches and excavations is included in the unit price for that item requiring dewatering.

13.01 EARTH-LINED CHANNEL AND DRAINAGE SWALE

The Earth-Lined Channel and Drainage Swale shall be constructed and graded to the lines and elevations as shown on the plans and in accordance with Section 19, "Earthwork", of the State Standard Specifications.

The Earth-Lined Channel and Drainage Swale shall be protected against erosion with a Jute Mesh in accordance with Section 21, "Erosion Control", of the State Standard Specifications.

13.02 STORM DRAIN PIPE

Plastic storm drain pipes of the various sizes and diameters shown on the plans (i.e., 12” and 30”) shall be HDPE and shall conform to Section 64-2, “Plastic Pipe”, of the State Standard Specifications, these Special Provisions, Rocklin General Design Specification 5-10A, and as directed by the Engineer. Storm Drain Pipe shall be installed in accordance with Rocklin General Design Specification 5-13.

Drain lead connections to manholes shall be included in this item. Drain inlet lead and fittings shall be constructed to the details on the plans. The lead invert elevations shown on the plans are approximate only. It shall be the Contractor’s responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for altering drain inlet or lead elevations. Potholing shall be per other Sections or these Special Provisions.

Storm drain pipe bedding and backfill shall conform to Rocklin Standard Drawings 5-1 and 5-3 as well as Rocklin General Design Specifications 5-13C and 5-13G.

All pipes and fittings shall be laid accurately to the lines and grades as shown on the plans and as provided by the Engineer. Joints shall be properly made up with pipes properly inserted into hubs and gaskets shall be fully seated. Special care shall be taken that there is no sagging of the spigot end in the hub and that a true surface is given to the invert throughout the entire length of the reach being laid.

The pipe shall be centered in the trench.

Unless otherwise specifically permitted by the Engineer, all pipe must be laid upgrade.

Where ground water or surface drainage occurs, pumping must continue until backfilling has

progressed to a sufficient height to prevent flotation of the pipe.

A uniform surface shall be provided in the trench with full bearing under the entire length of the pipe.

The interior of all pipes shall be kept free from dirt, mortar, and other foreign materials as the pipe laying progresses and left in a clean condition at the completion of the work.

13.03 SHORING

The Contractor shall include trench shoring per California OSHA requirements to support the sides of the excavation. The Contractor shall make provisions to address existing storm water flow and any adjacent utility trench that may exist near the trench. The Contractor shall provide all the necessary support/bracing to protect any existing nearby utilities and other special precautions that may be required from the utility companies and the City. All of this work shall be performed to the satisfaction of the Engineer and the respective utility companies.

13.04 STORM DRAIN MANHOLE

Storm drain manholes of the various sizes shall be constructed where shown on the plans and shall conform to Rocklin Standard Drawings 4-8 and 4-10 as well as Rocklin General Design Specifications 5-10B and 5-10C. At the Contractor's option, the Contractor may cast in place the manhole.

13.05 DROP INLETS

All Drop Inlets shall conform to Rocklin General Design Specification 5-10D.

Type A Drop Inlets shall be constructed where shown on the Plans and shall conform to the provisions of Rocklin Standard Drawings 4-1 and 4-4.

Type B Drop Inlets shall be constructed where shown on the Plans and shall conform to the provisions of Rocklin Standard Drawings 4-2 and 4-4.

The 36" Square Drain Inlet shall conform to the provisions in the manufacturer's specifications and as directed by the Engineer. The 36" Square Drain Inlet shall be the Oldcastle GI33 Grate Inlet or approved equal. Submit product data for the Grate Inlet to the Engineer prior to ordering the product.

The 48" Square Drain Inlet shall conform to the provisions in the manufacturer's specifications and as directed by the Engineer. The 48" Square Drain Inlet shall be the Oldcastle GI44 Grate Inlet or approved equal. Submit product data for the Grate Inlet to the Engineer prior to ordering the product.

Drop inlets may be either precast or cast in place. All drop inlets shall have a "No Dumping" stamp installed.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2 inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with these Special Provisions. Surface restoration due to drain inlet installation shall be paid for as part of this item when not already covered by another bid item.

13.06 MEASUREMENT AND PAYMENT

Earth-Lined Channel and Drainage Swale – The contract price paid as a **LUMP SUM** for constructing the Earth-Lined Channel and Drainage Swale as noted on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to excavate, dewater (if needed), and other miscellaneous work in accordance with these Special Provisions and as directed by the Engineer, and no additional payment will be allowed therefore.

Storm Drain Pipe – The contract price paid per **LINEAR FOOT** for installing Storm Drain Pipe at the size and length noted on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to furnish and install the pipe, complete in place, including structure excavation and structure backfill, dewatering (if needed), bedding, backfill, placing and jointing the pipe, testing pipe lines, grouting, and connecting new pipe to existing or new facilities (i.e. drop inlets/manholes), in accordance with these Special Provisions and as directed by the Engineer, and no additional payment will be allowed therefore.

Shoring - The contract price paid as a **LUMP SUM** for Shoring shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to shore, including any required design of a shoring system, and other miscellaneous work in accordance with these Special Provisions and as directed by the Engineer, and no additional payment will be allowed therefore.

Storm Drain Manhole and Drop Inlet – Payment for **EACH** Storm Drain Manhole or Drop Inlet of the various types and sizes shown on the plans shall be made per the contract unit price bid. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to furnish and install the storm drain manhole/drop inlet/square inlet, complete in place, including structure excavation and structure backfill, frame and grate (for DI) and/or casting and lid (for manhole), mortar taper, dewatering (if needed), bedding, backfill, and grouting in accordance with these Special Provisions and as directed by the Engineer, and no additional payment will be allowed therefore.

14.00 ADJUST EXISTING FACILITIES TO GRADE

Storm drain/sanitary sewer manhole covers, irrigation mainlines, irrigation valve covers, and any other existing facility within the parking lot limits shall be adjusted to final grade following the placement of the top lift of hot mix asphalt.

Utility boxes/vaults requiring adjustment in the sidewalk or landscape areas shall be adjusted to grade concurrently with the installation of new sidewalk and/or landscaping. Utility box/vault lids shall be protected to avoid concrete splatter or other debris from accumulating on top.

The Contractor shall adjust all existing manhole frames and covers in accordance with Section 78-23, “Adjust Utility Frames, Covers, and Manholes,” of the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

Adjusting manhole frames and lids to grade within publicly used areas must be completed, including placing paving material around and to the level of the frame and cover, by the end of the same day on which work is started. If permanent pavement backfill cannot be completed by the end of the work day, the Contractor must place temporary paving material to the finished grade level of the frame and cover. The Contractor must maintain the temporary paving smooth and level with the frame and cover until the permanent paving is placed.

The Contractor shall adjust sewer manhole frames and covers, sewer cleanout covers and boxes, irrigation valve covers, irrigation mainlines, and water structures to grade in conformance with the details shown on the Plans, and as directed by the Engineer.

14.01 EXECUTION

A. Frames, covers and grates of existing manholes, or other facilities, shall be adjusted to grade in accordance with the provisions of 71-5.03B, “Frames, Covers, Grates, and Manholes,” of the State Standard Specifications, except that raising devices are not allowed and the unit price bid shall include all necessary excavation, backfilling, sealing, and concrete and that the unit price shall be the average depths and limits of adjustment required.

B. Work shall include protecting all facility covers from adherence of asphalt concrete to the cover during the paving operation. This may be accomplished by means of removal of the cover and placement of a temporary traffic rated lid, placement of heat resistant barrier material on the cover or other method approved by the Engineer. If asphalt concrete is found to be bonded to the cover after paving is complete, the Contractor is responsible for removing all asphalt from the cover to the satisfaction of the Engineer or replace the cover at the Contractor’s sole cost and expense.

C. Contractor shall raise to finished grade all facilities located within asphalt concrete overlay limits following the placement of the top layer of asphalt concrete. No structure shall be adjusted to finished grade until the paving operation adjacent to the facility has been completed.

D. Contractor shall be solely responsible for locating, referencing, and setting marks for all valves and manhole frames and covers. Contractor shall submit a neat and accurate plan to the Engineer, at least two (2) working days in advance of any asphalt concrete paving, showing all reference marks and offset distances set for each facility.

E. The final adjustment to finished grade of all manhole frames and covers may be accomplished with reinforced concrete grade rings or formed concrete in the throat area. Existing structure pre-cast elements, adjustment rings, frames, and covers removed in adjustments may be reinstalled only when such undamaged items are permitted by the Engineer. Pre-cast reinforced concrete grade rings shall not be used in upward adjustments of standard manholes which would create a completed manhole throat section exceeding twenty-three (23) inches. Cast iron extension or adjustment rings will not be allowed in the adjusted structure.

F. Water valve covers shall be raised by removing the existing concrete collar, raising the frame and cover to finished grade, and constructing a new concrete collar.

G. When exposing the facility to be raised to grade, Contractor shall cut the new asphalt pavement by such method necessary to result in a clean-cut line and prevent raising the lip of the asphalt to remain. For all adjustments, the top surface of the adjusted facility shall be within 1/8 inch of the adjacent finished grade.

H. Work shall include placement of temporary asphalt around the facilities if the permanent concrete collar or asphalt concrete patching cannot be placed the same day the facility is raised to grade.

I. The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any asphalt has fallen into the manhole. The Contractor shall be required to immediately remove all asphalt and/or construction debris from the manhole's interior.

14.02 MEASUREMENT AND PAYMENT

The contract unit price paid for adjusting **EACH** existing facility to grade shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in lowering the facilities to accommodate grinding operations and adjusting the facilities to the final grade complete in place, including locating, referencing, and setting marks, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment will be allowed therefore.

15.00 DOMESTIC WATER LINE EXTENSION

Contractor shall install a 2-inch ductile iron domestic water line, connect it to the existing water equipment box, and cap it for future connection as shown in the plans.

Pipe trench bedding and backfill shall be performed in accordance with PCWA Standard Drawings S101.

Where there is a crossing of the domestic water line and storm drain pipes, the crossing separation and cover shall be accomplished in accordance with PCWA Standard Drawing S104.

Thrust blocks shall be installed in accordance with PCWA Standard Drawing S111.

The Contractor shall follow all PCWA standards for testing of potable water prior to capping the end of the line.

15.01 MEASUREMENT AND PAYMENT

The Domestic Water Line Extension shall be paid for as a **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in excavation, all potholing prior to or during construction, and installation, complete in place. Includes installing all materials and fittings necessary to obtain proper alignment with the existing water line, and also includes testing per PCWA standards, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

16.00 IRRIGATION

Irrigation shall conform to the provisions in Section 20-2, “Irrigation” of the State Standard Specifications, the plans, Rocklin General Design Specification 13-7, and these Special Provisions.

Irrigation equipment shall be as shown on the Plans.

16.01 MEASUREMENT AND PAYMENT

The Contract **LUMP SUM** price paid for Irrigation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved to install irrigation, including trenching, excavation, backfill, and surface repairs, piping and fittings, connecting to the irrigation controller, controller communication setup, irrigation audit report, and all other equipment necessary to provide a complete and functioning irrigation system, complete in place, as specified in the State Standard Specifications, these Special Provisions, as shown on the Plans, and as directed by the Engineer, and no additional payment will be allowed therefore.

17.00 LANDSCAPE PLANTING

Planting shall conform to the provisions in Section 20-3, “Planting” of the State Standard Specifications, these Special Provisions, the Plans, Rocklin General Design Specification Section 13-8, and Rocklin Standard Drawings 9-3, 9-5, and 9-6.

17.01 PLANTING ESTABLISHMENT PERIOD

The Planting Establishment Period shall be 120 calendar days and the work therein shall conform to the provisions in Section 20-4, "Plant Establishment Work", of the State Standard Specifications and the Plans.

The City will issue approval over City letterhead upon completion of all planting, thus commencing the 120-day Planting Establishment Period. This does not, in any way, void the 12-month warranty required in the contract documents.

17.02 MEASUREMENT AND PAYMENT

The Contract **LUMP SUM** price paid for Landscape Planting shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved to install landscaping, including landscape soil preparation, installation of trees, shrubs and groundcover, placement of bark mulch, and installation of root barrier, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional payment will be allowed therefore.

The Contract **LUMP SUM** price paid for Planting Establishment Period shall be paid out at a rate of 25 percent every 30 days and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved to provide maintenance and establishment period, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional payment will be allowed therefore.

18.00 HOT MIX ASPHALT

The Contractor shall furnish and install hot mix asphalt (HMA) at the locations and to the depths shown on the plans in accordance with Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications, and these Special Provisions.

18.01 MATERIALS

The Contractor shall submit in writing to the Engineer a complete mix design as described in Section 39-2.01A(3)(b), “Job Mix Formula,” of the State Standard Specifications. Mix designs must include the name of the material plant, the product name, a mix design ID number, and item of work in which it is to be used.

HMA shall be type A.

All asphalt binder shall be PG 64-10 and shall conform to the requirements of Section 92, “Asphalt Binders,” of the State Standard Specifications. Aggregate shall be ½” aggregate.

The Contractor shall furnish and install an emulsified asphalt (Type SSI) tack coat conforming to Sections 39-2.01C(3)(f), “Tack Coat,” and 94, “Asphaltic Emulsions,” of the State Standard Specifications.

The Contractor shall submit certification from the supplier that the material he is furnishing has been properly tested within the last 6 weeks and designed so as to meet the aforementioned specifications. Cost of any such testing shall be the responsibility of the Contractor and/or supplier. Once a supplier's material has been found acceptable, the Contractor shall furnish material from no other source without the prior approval of the Engineer in writing.

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

18.02 EXECUTION

Surface preparation and tack coat application shall be in accordance with the State Standard Specifications. The surfaces upon which asphalt concrete is to be placed shall be thoroughly cleaned of all dirt, vegetation, and debris.

Existing paved surfaces shall be given a tack coat by spraying with penetration type emulsified asphalt at the rate of 0.05 to 0.10 gallon per square yard as directed by the Engineer.

The HMA shall be placed in 3-inch maximum lifts after compaction. Conform sections shall be squared off and hand raked to a neat straight line. Edges at curb shall be hand raked and rolled with a small roller or tamper when larger roller cannot be used.

Spreading and Compaction

1. Vehicles used for hauling HMA mixtures must have tight, smooth, metal beds, and must be free from dust, screenings, excessive petroleum oils, volatiles, or other mineral spirits that may affect the mix being hauled. Trucks must be provided with tarpaulins or cargo covers of sufficient size and weight to protect the entire load.

2. Should the methods and equipment furnished by the Contractor fail to produce a layer of HMA conforming to the requirements, including straightedge tolerance, of Section 39-2.01C(2), “Spreading and Compacting Equipment,” of the State Standard Specifications, the paving

operations shall be discontinued, and the Contractor shall modify his equipment or furnish substitute equipment.

Finishing Roadway

1. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 12 feet long is laid on the finished surface and parallel with the drive aisle of the parking lot, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the HMA by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the HMA shall be discontinued and other acceptable equipment shall be furnished by the Contractor.

2. Finishing roadway shall conform to Section 22, “Finishing Roadway,” of the State Standard Specifications. The entire parking lot shall be left in a neat and presentable condition to the satisfaction of the Engineer.

Plug Paving

In locations where plug paving is required, the Contractor shall install hot mix asphalt to a depth of 6”. The cost of plug paving shall be included in the cost of Hot Mix Asphalt and no separate payment will be allowed therefore.

Testing and Certification

During the work, the City may periodically sample and test the furnished material to ensure quality assurance in accordance with the City’s Quality Assurance Program. The Contractor will perform all required quality control testing. The City will assume the cost of all quality assurance testing, however, the Contractor will be required to pay for all failing tests.

18.03 DAILY SUBMITTAL

The Contractor shall submit HMA Weighmaster’s Certificates as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the Certificates at the end of the day when HMA is installed, a temporary stop work order may be issued on the paving operation with no associated cost incurred by the City. The paving operation may resume with the Engineer’s written approval upon receiving and reviewing the Certificates.

18.04 MEASUREMENT AND PAYMENT

Hot Mix Asphalt as determined by Weighmaster’s Certificates, shall be per **TON** and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing hot mix asphalt, including production, delivery, placement, and compaction of HMA, complete in place, including tack coat, pre-overlay preparation, and all incidental work, as shown on the project plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed

for hauling rejected material. The final weighmaster tag shall note the amount of tonnage to be deducted from the pay estimate.

19.00 TRAFFIC STRIPING AND PAVEMENT MARKINGS

White traffic stripes and pavement markings shall be installed in accordance with these Special Provisions and Section 84, “Markings,” of the State Standard Specifications.

The Contractor shall install cat-tracks at least two (2) working days ahead of, and receive approval from the Engineer prior to, installation of any permanent striping and pavement markings.

New, permanent traffic striping shall be installed within five (5) working days after final paving operations.

Thermoplastic stripes and pavement markings shall not be placed over utility covers including, but not limited to, manhole covers, utility boxes, or water valves covers.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd·m-2·lx-1. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd·m-2·lx-1.

19.01 PAVEMENT MARKERS/DELINEATORS/STRIPING/PAVEMENT MARKINGS

The Contractor shall remove all existing traffic stripes and pavement markings where shown on the plans.

Drain inlets adjacent to areas to be ground shall be protected from grinding entering the storm drain system.

For removal of pavement markings, a rectangular area shall be ground to prevent ghosting of the original markings. Conflicting striping shall be removed completely.

All striping or pavement markings damaged during construction shall be repaired at the Contractor’s expense. Repairs shall consist of complete replacement of markings or legends, replacement of sections of striping, and replacement of damaged or missing markers as directed by the Engineer.

19.02 WHEEL STOPS

The Contractor shall supply and install wheel stops (parking bumpers) to conform to Section 78-5, “Parking Bumpers,” of the State Standard Specifications.

19.03 MATERIAL

Thermoplastic shall be Alkyd type for extrusion application and shall produce an adherent reflectorized strip capable of resisting deformation by traffic.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD.

The thermoplastic material shall be 100 percent solids. The binder shall consist of synthetic alkyd resins and shall be homogeneously incorporated with all the necessary prime pigments, fillers, and glass beads to produce a traffic coating to meet the requirements as specified herein.

Characteristics of Finished Thermoplastic:

	White
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30
Titanium Dioxode (TiO2), percent by weight, min. (AASHTO T250-77)	10
Lead Chromate, Medium Heat Stability, percent by weight, min.	
Specific Gravity, max. (Cal. Test Method 423)	2.15
Binder, percent by weight, min. (Cal. Test Method 423)	18
Ring & Ball Softening Point, °F (ASTM E28)	200-240
Bond Strength to Concrete, 0.125-inch-thick film drawdown at 425°F test at 75°F + 2°F, psi, min (Cal. Test Method 423)	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45
Impact Resistance, Falling Ball Method, 0.125-inch-thick film drawdown at 425°F on concrete. Test at 75°F + 2°F inch-lbs., (ASTM D2794)	10
Daylight Luminous Reflectance, min. (ASTM E97)	75
Yellowness Index, max., (ASTM E313)	.15
Hardness, Shore A-2 Durometer with 2-kilogram weight at 115°F (Cal. Test 423)	60 – 80
Low Temperature Stress Cracking, Resistance at 25° (AASHTO)	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538	

19.04 APPLICATION

Thermoplastic Traffic Striping Material, Alkyd Binder, White. All thermoplastic must be applied per Section 84-2.03B(2)(b), “Extruded Thermoplastic,” of the State Standard Specifications.

The Contractor shall apply an adhesive primer base coat prior to the application of any thermoplastic material on treated pavement, stamped pavement, colored pavement, concrete surfaces, or pavement older than 30 days.

Unless otherwise specified in these Special Provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.075-inch. Thermoplastic Material for pavement markings shall be applied at a minimum thickness of 0.125-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material, at a rate of not less than 8 lbs. per 100 sq. ft. The amount of glass beads applied shall be measured by stabbing the glass beads tank with a calibrated rod.

19.05 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 84, “Markings,” of the State Standard Specifications and these Special Provisions.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the “Steel Wool Abrasion Procedure” specified for pavement markers placed in pavement recesses in Section 81-3.02C, “Retroreflective Pavement Markers,” of the State Standard Specifications.

Blue raised reflective fire hydrant markers with two reflective faces shall be included in this item of work. Hydrant markers shall be placed in the street, 6”-12” off the centerline and perpendicular to the fire hydrant.

19.06 MEASUREMENT AND PAYMENT

Traffic Striping and Pavement Markings shall be measured and paid for on a **LUMP SUM** basis. The price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in furnishing and installing traffic stripes, including pavement markers, ADA parking striping, painted wheel stops, replacement of damaged stripes, and pavement surface preparation, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

Wheel Stops shall be paid for by **EACH** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in placing wheel stop (parking bumper) per the project plans, State Standard Plans/Specifications, and these Technical Specifications, and no additional compensation will be allowed therefore.

Removal of existing traffic stripes and markings shall be included in the various items of work involved and no separate payment shall be allowed therefore.

20.00 ROADSIDE SIGNS AND BARRICADES

The Contractor shall install roadside signs in accordance with the most recent edition of the California Supplement to the Manual on Uniform Traffic Control Devices (CA-MUTCD), the State Standard Specifications, State Standard Plans, and these Special Provisions. Sign panels and fastening hardware shall conform to Section 82, “Signs and Markers,” of the State Standard Specifications. Signs shall be fabricated with aluminum sheeting and single sheet aluminum panels. Reflective sheeting and legends must comply with ASTM D9465.

Signs to be removed shall be disposed of.

Installation of sign panels shall conform to Section 82-3, “Roadside Signs,” of the State Standard Specifications. Signs shall be installed on metal posts.

Metal posts shall be 2-inch by 2-inch galvanized Telespar square posts with breakaway sleeves and installed per City of Rocklin Standard Drawing 3-28.

Metal posts shall be subject to review and approval by the City prior to installation. Wood posts are not permitted.

Back braces for signs must be commercial quality, mild steel, and hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on sign posts must be stainless steel under ASTM A167, Type 302 or 304. Bolts must be stainless steel with a chromium content of at least 16 percent and a nickel content of at last 8 percent.

The lag screws, metal washer, and nuts must be commercial quality steel and hot-dip galvanized after fabrication. Fiber washers must be commercial quality.

All sign locations shall be approved by the Engineer prior to installation.

20.01 MEASUREMENT AND PAYMENT

Roadside Sign shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in furnishing and installing new roadside sign(s) and new post, complete in place, including excavation, disposal of spoils, concrete footing, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

21.00 ROAD PIPE GATE

The Contractor shall furnish and install a road pipe gate as shown on the plans and in accordance with SPMUD Standard Drawing 16, including the footing.

21.01 MEASUREMENT AND PAYMENT

Road Pipe Gate shall be measured and paid for on a **LUMP SUM** basis and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installing the Road Pipe Gate, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

22.00 CHAIN LINK FENCE

Contractor shall install a chain link fence with screening slats as shown on the plans that conforms to the provisions in Section 80-3, “Chain Link Fences”, of the State Standard Specifications.

Slats shall be polyethylene thermoplastic or approved equivalent, with a minimum 12-year warranty. Color of slats shall match existing, or at the selection of the Engineer.

22.01 MEASUREMENT AND PAYMENT

Chain Link Fence shall be measured and paid for on a **LUMP SUM** basis and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installing the chain link fence with slats, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

23.00 SHADE STRUCTURE

Contractor shall furnish and install a Poligon SQR-20 Multi-Rib Shade Structure as shown on the plans and in accordance with the manufacturer's specifications, utilizing the Pier Footing option.

While the design of the structure and footing is complete and included in the plans, the cost of the 12 plan sheets prepared by Poligon will be included in the manufacturer's quote to the Contractor. As the City has not paid the manufacturer for the design, the Contractor shall pay for this design.

The Contractor shall contact All About Play for a bid. Contact Robin Taasaas at (916) 923-2180 or at robin@playgroundpros.com.

The color of the poles shall be Surrey Beige and the roof shall be Evergreen.

23.01 MEASUREMENT AND PAYMENT

Shade Structure shall be measured and paid for on a **LUMP SUM** basis and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in procuring and installing the Shade Structure with pier footings, as shown on the Plans, the manufacturer's specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

24.00 TEMPORARY ADA PARKING

The Contractor shall provide a temporary ADA parking stall inside of the existing parking lot for the duration of construction until the new ADA stalls are open to the public. The Contractor shall furnish and install a PSS Innovations Safetywall ADA Compliant Pedestrian Barricade and PSS Innovations Boardwalk Temporary Pedestrian Modular Ramp or approved equals as shown on the plans and in accordance with the manufacturer's specifications.

Contractor shall install a temporary accessible aisle, stall, and parking sign as shown on the plans.

24.01 MEASUREMENT AND PAYMENT

Temporary ADA Parking shall be measured and paid for on a **LUMP SUM** basis and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in procuring and installing the aforementioned items, as shown on the Plans, the manufacturer's specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

25.00 PARKING LOT LIGHTING SYSTEMS

Parking Lot Lighting System work shall conform to the provisions of Sections 86, "Electrical Work," and 87, “Electrical Systems,” of the State Standard Specifications, the information shown on the Plans, and these Special Provisions.

The parking lot light installation shall include, where shown on the plans, furnishing and installing new street light standards with luminaire mast arms, foundation, pull boxes, conduit, and conductors.

The Contractor shall be responsible for locating and marking the positions of all pull boxes and conduit. All locations shall be approved by the Engineer before any work is performed.

25.01 PARKING LOT LIGHTING SCHEDULE OF VALUES

The Contractor shall prepare a schedule of values for each lump sum item of work covered by this Electrical Systems specification per Section 9-1.16B, “Schedule of Values,” of the State Standard Specifications.

25.02 FOUNDATIONS

The Contractor shall construct foundations for parking lot light poles per the details shown on the Plans and per State Standard Plans and Section 87-1.03E(3), “Concrete Pads, Foundations, and Pedestals,” of the State Standard Specifications.

The Contractor shall verify all existing underground and overhead utilities within the project site prior to constructing foundations for the parking lot lighting.

25.03 STANDARDS, POLES, PEDESTALS, AND POSTS

The Contractor shall furnish and install parking lot lighting poles per the Plans.

25.04 CONDUIT

Conduit to be installed underground shall be Type 1 or Type 3 as defined in Section 86-1.02B, “Conduit and Accessories,” of the State Standard Specifications unless otherwise specified herein.

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1. Conduit sizes shown on the plans and specified in the State Standard Specifications and these Special Provisions are referenced to metallic type conduit.

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 87-1.03B, “Conduit Installation,” of the State Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

If Type 3 conduit is placed in a trench, not in the pavement or under concrete sidewalk after the bedding material is placed and the conduit is installed, backfill the trench to not less than 4 inches above the conduit with minor concrete under Section 90-2, “Minor Concrete,” except the concrete must contain not less than 421 pounds of cementitious material per cubic yard. Backfill the remaining trench to finished grade with backfill material.

After conductors have been installed, the ends of conduits terminating in pull boxes and the service equipment enclosure shall be sealed with an approved type of sealing compound.

At those locations where conduit is required to be installed under pavement and underground facilities designated as high priority subsurface installation under Government Code § 4216 et seq. exist, conduit must be placed per Section 87-1.03B(3)(b)(iii), “Trenching-In-Pavement Method,” of the State Standard Specifications.

The conduit shall have a 45-degree sweep (measured in the vertical plane) with a minimum bend radius of 36 inches when entering the pull box.

The conduit shall have a safe working pull strength greater than 3,000 pounds.

25.05 PULL BOXES

Pull boxes shall be concrete utility boxes. Pull boxes shall be as shown on the plans and in accordance with Section 86-1.02C, “Pull Boxes,” and Section 87-1.03C, "Installation of Pull Boxes" of the State Standard Specifications.

The pull boxes shall be installed per City of Rocklin Standard Drawings 7-5 and 7-6.

The Contractor shall ensure that pull box covers are not covered with concrete or landscaping materials during construction operations.

Pull box lids shall be marked “Lighting”.

Pull boxes shall be a minimum of No. 5 or larger as shown on the Plans.

All pull boxes shall have non-slip lids. Pull boxes shall not be installed in a curb ramp.

25.06 CONDUCTORS AND WIRING

The Contractor shall furnish and install all conductors and wiring as shown on the plans per Section 86-1.02F, “Conductors and Cables,” of the State Standard Specifications.

Splices shall be insulated by “Method B” or, at the Contractor’s option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

Conductors shall be wrapped around projecting end of conduit in pull boxes as shown on the plans. Cables shall be secured to the projecting end of conduit in pull boxes to prevent pulling of cables without removing the securing device.

All conductors shall be labeled and identified in each and every pull box.

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 0.039 inches for conductor sizes No. 14 to No. 10, inclusive, and 0.051 inches for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.03-inches for conductor sizes No. 14 to No. 10, inclusive, 0.04-inches for No. 8, and 0.053 inches for No. 6 to No. 2, inclusive.

Testing

The Contractor shall perform a high-voltage series lighting test consisting of the open circuit voltage of the connected constant current transformer between conductors and ground. The high-voltage test shall not be performed on existing circuits or equipment. Non-testing of existing circuits and equipment shall not relieve the Contractor from the responsibility for malfunctioning of existing lighting circuits due to the

Contractor making splices in or connecting to the circuits and such malfunctions shall be corrected at the Contractor's expense.

25.07 LUMINAIRES

The Contractor shall furnish and install luminaires where shown on the Plans, luminaires shall conform to Section 86-1.02K "Luminaires" of the State Standard Specifications, the information shown on the Plans, City of Rocklin Standard Drawing #7-10, and these Special Provisions.

25.08 MEASUREMENT AND PAYMENT

The **LUMP SUM** price paid for Parking Lot Lighting System as shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved to construct a complete and functioning parking lot lighting system, complete and in place. The work shall include, but is not limited to, supplying and installing parking lot light poles, anchor bolts, foundations, luminaires, conductors/cables, conduits, pull boxes, and all incidentals, as shown on the plans, as detailed in the State Standard Specifications, these Special Provisions and as directed by the Engineer and no additional payment shall be allowed therefore.

26.00 QUALITY ASSURANCE PROGRAM

The City has a Caltrans approved Quality Assurance Program (QAP), which can be made available upon request, that will ensure the materials and workmanship incorporated into the construction project conform to the requirements of the contract plans and Special Provisions, including approved changes.

Material testing and sampling noted in the QAP shall be done in accordance with California Test Method (CTM) procedures. The QAP specifies which CTM to follow depending upon the material in question.

26.01 ACCEPTANCE TESTING

At a minimum, and as outlined in the City's QAP, the following materials shall be sampled and tested for acceptance into the project:

1. Hot Mix Asphalt
2. Hot Mix Asphalt (Aggregates)
3. Aggregate Base
4. Structural Concrete
5. Soil Subgrade

See Attachment 1, Acceptance Sampling and Testing Frequencies, in the QAP for frequency tables.

The Contractor shall coordinate with the Engineer or batch plant for material sampling and testing. The City's independent consultant shall have full access to all areas of the worksite necessary to fulfill the requirements of the City's QAP.

Whenever failing tests occur, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the City's records, including a description of the corrective measures taken by the Contractor. Any material tested and found out of compliance with these Special Provisions and the QAP shall be removed and replaced at no cost to the City.

For clarification purposes, the City's materials testing consultant will complete Local Assistance Procedures Manual (LAPM) Exhibit 16-Z2, Acceptance Testing Results Summary Log, outlining the results of all testing, a copy of which can be provided to the Contractor upon request.

Compaction testing of hot mix asphalt shall be per State Standard Specifications and aggregate base shall achieve 95% relative compaction.

Minor concrete will be accepted via a certificate of compliance, however, concrete cylinder samples may be collected and tested in accordance with CTM procedures.

26.02 CERTIFICATE OF COMPLIANCE

The Contractor shall review Local Assistance Procedures Manual (LAPM) Exhibit 16-T1, Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications, and submit certificates of compliance (COCs) for all materials listed which are to be used in the construction of this project. The current version of this form is located at the following website: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

COCs shall be project specific (no generic forms accepted), approved before material is incorporated into the project, and include, at a minimum, the following information:

- Statement that the material complies with the specifications;
- Certified material lot number matching lot tags affixed or stenciled to the released materials; and
- Signature of authorized manufacturer representative.

COCs shall be approved by the City prior to any progress payments being made to the Contractor for the material covered by the COC.

26.03 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

Budget Transfers/Appropriations

Transfer From Funds	Transfer to Fund 100	304	307	Total	Project/Fund (Project No./Fund No.)
100	476,000		184,000	660,000	Bicycle Pump Track & Parking Lot Extension (45225)
100	(476,000)	476,000		-	City Hall Office Space Study and Remodel (45421)
304		(476,000)		(476,000)	Northwest Rocklin Community Park Fees (307) Fund Balance
307			(184,000)	(184,000)	Capital Construction Fees (304) Fund Balance
Total	-	-	-	-	

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2024 Micro-Pave Resurfacing Project Change Order

Date: May 28, 2024

Submitted By: Justin Nartker, Director of Public Services
Rick Lawrence, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with American Pavement Systems, Inc. for the 2024 Micro-Pave Resurfacing Agreement.

Background:
On November 14, 2023, the City Council adopted Resolution No. 2023-184, authorizing the City Manager to execute the Construction Agreement (Agreement) for the 2024 Micro-Pave Resurfacing with American Pavement Systems, Inc, (APS). This project consists of installing a type II micro-pave surface treatment on various streets off of Springview Drive between Sunset Boulevard and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area.

In addition to the micro-pave of various streets that have been identified, staff recommends an increase in the scope of work to include micro-paving over existing road patches where Placer County Water Agency (PCWA) has performed repair work on existing water lines (see Attachment 3 for a location map). Expanding the scope of work with APS will allow for the resurfacing of the repair area in a timely manner, will remain in line with existing paving projects, and will result in a lower cost due to the economy of scale of the project. PCWA will fully reimburse the City for the costs.

Change Order No.1 will add this work to the existing agreement, at a cost not to exceed $55,000, with all costs incurred for this work reimbursed by PCWA. Staff recommends that this change order be excluded from the City Manager's Change Order Authority of 15% as the micro-pave resurfacing is currently underway and unforeseen issues may arise. This change will increase the total contract amount including change order authority from $566,428.22 to $621,428.22.

Fiscal Impact:
There is no fiscal impact as the increased costs will be reimbursed by PCWA.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Change Order No. 1
3. Location Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH AMERICAN PAVEMENT SYSTEMS, INC. FOR THE 2024 MICRO-PAVE RESURFACING AGREEMENT

WHEREAS, the 2024 Micro-Pave Resurfacing Agreement was approved by the City Council on November 14, 2023, to install a type II micro-pave surface treatment on various streets off of Springview Drive between Sunset Blvd. and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area; and,

WHEREAS, increasing the existing scope of work to include micro-paving over existing road patches where Placer County Water Agency (PCWA) performed repair work on existing water lines will allow for the resurfacing of the repair area in a timely manner, will remain in line with existing paving projects, and will result in a lower cost than what would otherwise be charged to the residents of the City due to the economy of scale of the project; and,

WHEREAS, Change Order No.1 will add this work to the existing agreement, at a cost not to exceed $55,000, with all costs incurred for this work reimbursed by PCWA, increasing the total project cost, including change order authority, from $566,428.22 to $621,428.22; and,

WHEREAS, this change order will be excluded from the City Manager's Change Order Authority of 15% as the micro-pave resurfacing is currently underway and unforeseen issues may arise; and,

WHEREAS, there is no fiscal impact as all costs will be reimbursed by PCWA.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute Change Order No. 1 to the budgeted amount for the 2024 Micor-Pave Resurfacing Project attached hereto as Exhibit A.

Section 2. This change order will not be included in the City Manager's change order authority of 15% of the project.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH AMERICAN PAVEMENT SYSTEMS, INC. FOR THE 2024 MICRO-PAVE RESURFACING AGREEMENT

WHEREAS, the 2024 Micro-Pave Resurfacing Agreement was approved by the City Council on November 14, 2023, to install a type II micro-pave surface treatment on various streets off of Springview Drive between Sunset Blvd. and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area; and,

WHEREAS, increasing the existing scope of work to include micro-paving over existing road patches where Placer County Water Agency (PCWA) performed repair work on existing water lines will allow for the resurfacing of the repair area in a timely manner, will remain in line with existing paving projects, and will result in a lower cost than what would otherwise be charged to the residents of the City due to the economy of scale of the project; and,

WHEREAS, Change Order No.1 will add this work to the existing agreement, at a cost not to exceed $55,000, with all costs incurred for this work reimbursed by PCWA, increasing the total project cost, including change order authority, from $566,428.22 to $621,428.22; and,

WHEREAS, this change order will be excluded from the City Manager's Change Order Authority of 15% as the micro-pave resurfacing is currently underway and unforeseen issues may arise; and,

WHEREAS, there is no fiscal impact as all costs will be reimbursed by PCWA.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute Change Order No. 1 to the budgeted amount for the 2024 Micro-Pave Resurfacing Project attached hereto as Exhibit A.

Section 2. This change order will not be included in the City Manager's change order authority of 15% of the project.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

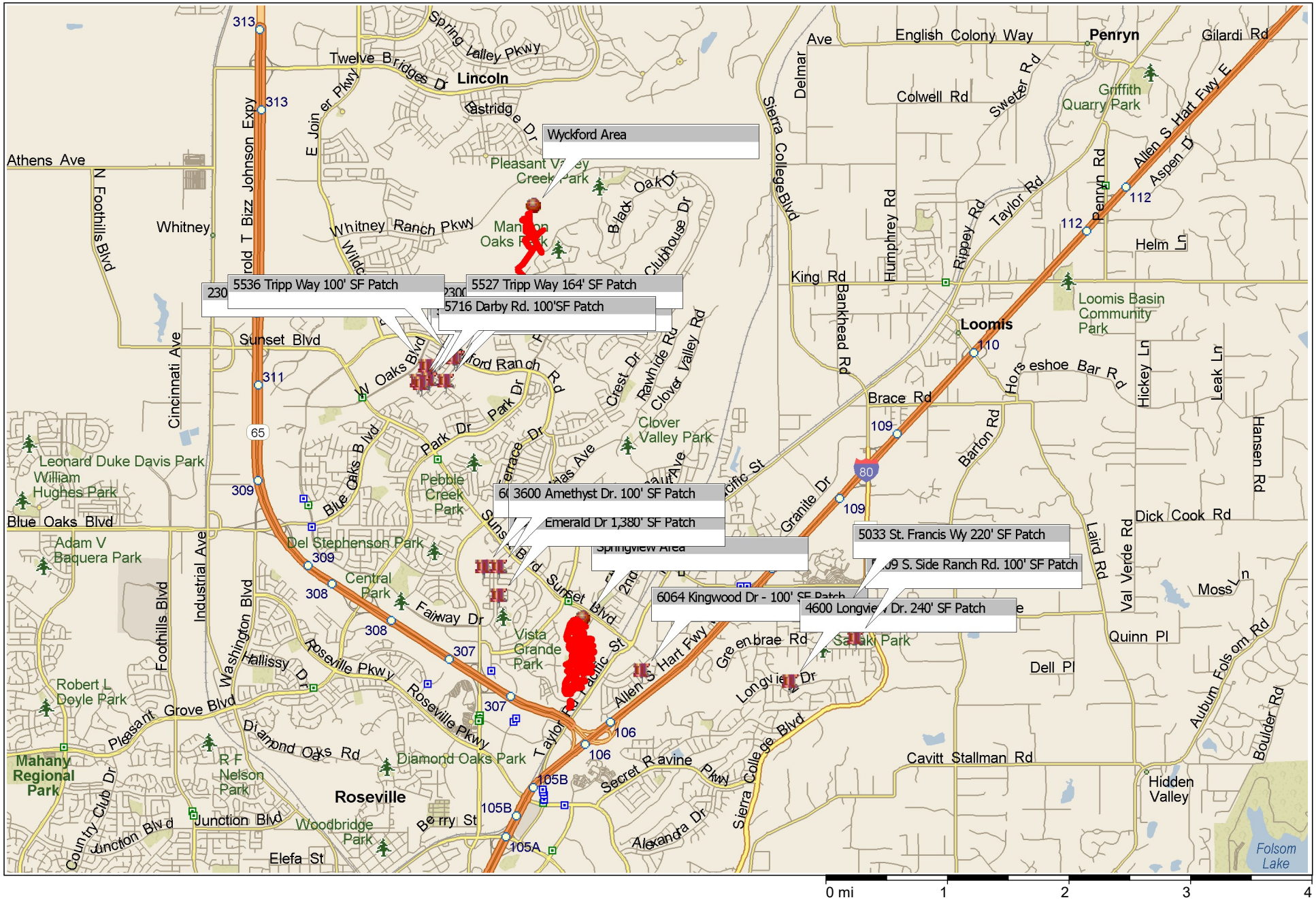
_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Rocklin 2024 Micro Pave project with Patch CO



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. http://www.microsoft.com/streets/
Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Increase in Spending Authority for General Motors Parts and Repair Purchases through Sourcewell Cooperative Purchasing Agreement

Date: May 28, 2024

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with General Motors Under Sourcewell Agreement #101520-GNL.

Background:
On June 27, 2023, the City Council adopted Resolution No. 2023-93, authorizing the purchase of goods and services through cooperative purchase agreements consistent with Rocklin Municipal Code sections 3.04.090 (C) and (D). These sections specifically allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreements and contracts maintained by other governmental agencies. In accordance with the resolution, the City has used Sourcewell Agreement #101520-GNL, valid from February 24, 2021 through December 14, 2024, with General Motors for purchases up to $80,000.

The original contract total not-to-exceed amount was based on past experience and anticipated purchases for Fiscal Year (FY) 2023/24. However, actual fleet purchases/repairs to date and anticipated repairs through June 30, 2024, are estimated at $100,000 for the vehicles covered under the cooperative purchasing agreement. Therefore, staff recommends an increase in the total not-to-exceed amount by $20,000, bringing the new total to $100,000.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. Sufficient funds are available in the FY 2023/24 Operating Budget to accommodate this increase.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO AUTHORIZE INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT WITH GENERAL MOTORS UNDER SOURCEWELL AGREEMENT #101520-GNL

WHEREAS, on June 27, 2023, the City Council adopted Resolution No. 2023-93, authorizing the purchase of various goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the Resolution authorized the use of Sourcewell Agreement #101520-GNL, valid from February 24, 2021, through December 14, 2024, with General Motors for up to $80,000; and

WHEREAS, actual purchases/repairs to date and anticipated repairs until June 30, 2024, are estimated at $100,000 for the vehicles covered under the Sourcewell Agreement; and

WHEREAS, staff recommends an increase in the total not-to-exceed amount by $20,000 with General Motors under Sourcewell cooperative purchasing agreement, Agreement #101520-GNL, bringing the new total to $100,000; and

WHEREAS, the costs of this increase are included in the Fiscal Year (FY 2023/24) Operating Budget.

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

Section 1. The total contract not-to-exceed amount of $100,000 with General Motors through Sourcewell Cooperative Purchasing Agreement, Agreement #101520-GNL is hereby approved.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of Three (3) Unmarked Police Vehicles

Date: May 28, 2024

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Purchase Three (3) Unmarked Police Vehicles.

Background:
Included in the Fiscal Year (FY) 2023/24 Operating Budget approved by the City Council on June 27, 2023 (Resolution No. 2023-109), was the purchase of three (3) new unmarked Police Vehicles (sedans).

Cooperative Purchasing/Piggyback Purchasing is authorized under the Rocklin Municipal Code (RMC); however, staff has been unsuccessful in identifying any available cooperative purchasing/piggyback agreements for the procurement of the Police sedans. At this point staff would typically follow the formal Request for Proposals/ Formal Bid process (RMC 3.04.070, RMC 3.04.080); however, due to current volatility in market pricing for new vehicles and supply chain shortages, the prices are changing before this process can be completed and staff is unable to purchase the vehicles.

Therefore, staff recommends that the City Council waive the competitive procurement requirements of RMC section 3.04.050 and approve the purchase of the vehicles using RMC 3.04.090 (E) – Public Interest, authorizing the City Manager to purchase these vehicles. Staff will perform their due diligence using the informal bid process to ensure the City is receiving the best possible pricing for these vehicles under RMC 3.04.090 (E) Public Interest.

Fiscal Impact:
There is no fiscal impact as this purchase is included in the FY 2023/24 Budget using General Funds (100) and Fleet Management Funds (500).

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO PURCHASE THREE (3) UNMARKED POLICE VEHICLES

WHEREAS, the funds for three (3) unmarked Police Vehicles (sedans) were included in the Fiscal Year (FY) 2023/24 Operating Budget on June 27, 2023; and

WHEREAS, this type of vehicle (sedan) is not available through Cooperative Purchasing/Piggyback Purchasing agreements, Rocklin Municipal Code (RMC 3.04.090 (C), (D), however due to volatility in market pricing for new vehicles and supply chain shortages, the prices are changing prior to the ability for staff to complete of the Request for Proposal/Formal Bid process (RMC 3.04.070, RMC 3.04.080); and

WHEREAS, Pursuant to Rocklin Municipal Code Section 3.04.090 (E) the City Council can waive the competitive bidding requirement (RMC 3.04.050) when it is in the Public Interest; and

WHEREAS, authorizing the City Manager to purchase these vehicles after staff has performed their due diligence using the informal bid process to ensure the City is receiving the best possible price for these vehicles is in the public interest; and,

WHEREAS, this project is included in the FY 2023/24 budget and approved by the City Council of the City of Rocklin and is funded using General Funds (100) and Fleet Management Funds (500).

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

Section 1. The City Council hereby waives the competitive bidding requirement RMC 3.04.050 as it is in the Public Interest RMC 3.04.090 (E) and authorizes the City Manager to purchase three (3) unmarked Police Vehicles currently identified in the FY 2023/24 Operating Budget .

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Police Department HVAC & Roof Replacement

Date: May 28, 2024

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Police Department HVAC & Roof Replacement).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for Police Department HVAC & Roof Replacement to CNW Construction Inc. and Authorizing the City Manager to Execute the Construction Agreement.

Background:

The Police Department HVAC & Roof Replacement project was included in the Fiscal Year (FY) 2023/24 Operating Budget and the 2024-2028 Capital Improvement Plan approved by the City Council on June 27, 2023. This project consists of the removal and replacement the existing HVAC units and roof at the City of Rocklin Police Department located at 4080 Rocklin Road, Rocklin, CA. (see Attachment 3 for a location map).

The project bid was advertised on November 23, 2023, and November 30, 2023, with the bid opening Thursday, January 11, 2024. Four (4) bids were received and publicly read aloud as follows:

CONTRACTOR	BID
CNW Construction Inc.	$1,850,000.00
B&M Builders, Inc.	$1,855,000.00
Hometown Construction Inc.	$2,478,000.00
Proex Construction	$3,074,000.00

The Bid Summary is included as Attachment 4.

Staff reviewed the submitted bids, determined that CNW Construction, Inc. submitted the lowest bid, and determined that CNW Construction Inc. is the lowest, responsive, and responsible bidder. Staff recommends that the City Council award the contract to CNW Construction Inc. Pursuant to the Rocklin Municipal Code section 3.04.050, the City Manager

will have change order authority up to fifteen (15) percent of the contract amount ($277,500.00), bringing the total cost to $2,127,500.00.

The contract cost of $2,127,500 exceeds the budgeted amount of $1,275,000.Staff recommends allocating additional funds in the amount of $852,500 to award the contract. Sufficient funds are available in the fund balance of Fund 304 to support the staff recommendation.

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed the Council Chamber Reconfiguration and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 and has prepared a Notice of Exemption.

Fiscal Impact:

The contract cost of $2,127,500 exceeds the budgeted amount of $1,275,000. City Council approval of the staff recommendation will authorize the necessary budgetary adjustment from the Capital Construction Fund (304) to complete the project. Sufficient funds are available in the fund balance of Fund 304 to support the staff recommendation.

ATTACHMENTS:

1. Resolution A - Notice of Exemption
2. Resolution B - Contract Award
3. Location Map
4. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(POLICE DEPARTMENT HVAC & ROOF REPLACEMENT)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Police Department HVAC and Roof Replacement ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities:and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 28th day of May, 2024 by the following roll call vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

TO: ☒ County Clerk
County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3004

FROM: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: City of Rocklin Police Department Heating, Ventillation, Air Conditioning Mechanical Equipment and Roof Replacement

Project Location - Specific: 4080 Rocklin Road, Rocklin, California 95677

Project Location - City: Rocklin, CA **Project Location - County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The City of Rocklin Public Works Department proposes this project that includes the removal and replacement of the existing heating, ventilation, air conditioning (HVAC) mechanical equipment and roof located at the City of Rocklin Police Department facility. Premature failure and deterioration of the single-ply roof have been observed. The roof requires removal and replacement to prevent further damage to the remainder of the facility. Removal of the roof-mounted HVAC mechanical equipment will be necessary for replacement of the facility roof. The HVAC mechanical equipment have reached their average useful life and will be replaced at the same time as the roof.

The City of Rocklin Police Department facility houses a number of public uses including offices, dispatch center, locker rooms, temporary holding facility, training and community meeting room, indoor pistol range, auxiliary, storage, and related facilities. The proposed project would provide a continued safe and stable work environment for the City of Rocklin Police Department staff and assist them with their responsibility to enhance public safety and investigate crimes within Rocklin.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin

Exempt Status (Check one)

☒ Categorical Exemption (California Environmental Quality Act [CEQA] Guidelines, Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15301, Class 1 – Existing Facilities)

Reasons why the project is exempt:

Removal and replacement of HVAC mechanical equipment and roof located at the City of Rocklin Police Department facility is a project exempt under CEQA Guidelines, Section 15301, Class 1 – Existing Facilities. The exemption allows for the repair, maintenance, or minor alteration of existing public structures, facilities, or mechanical equipment. The proposed

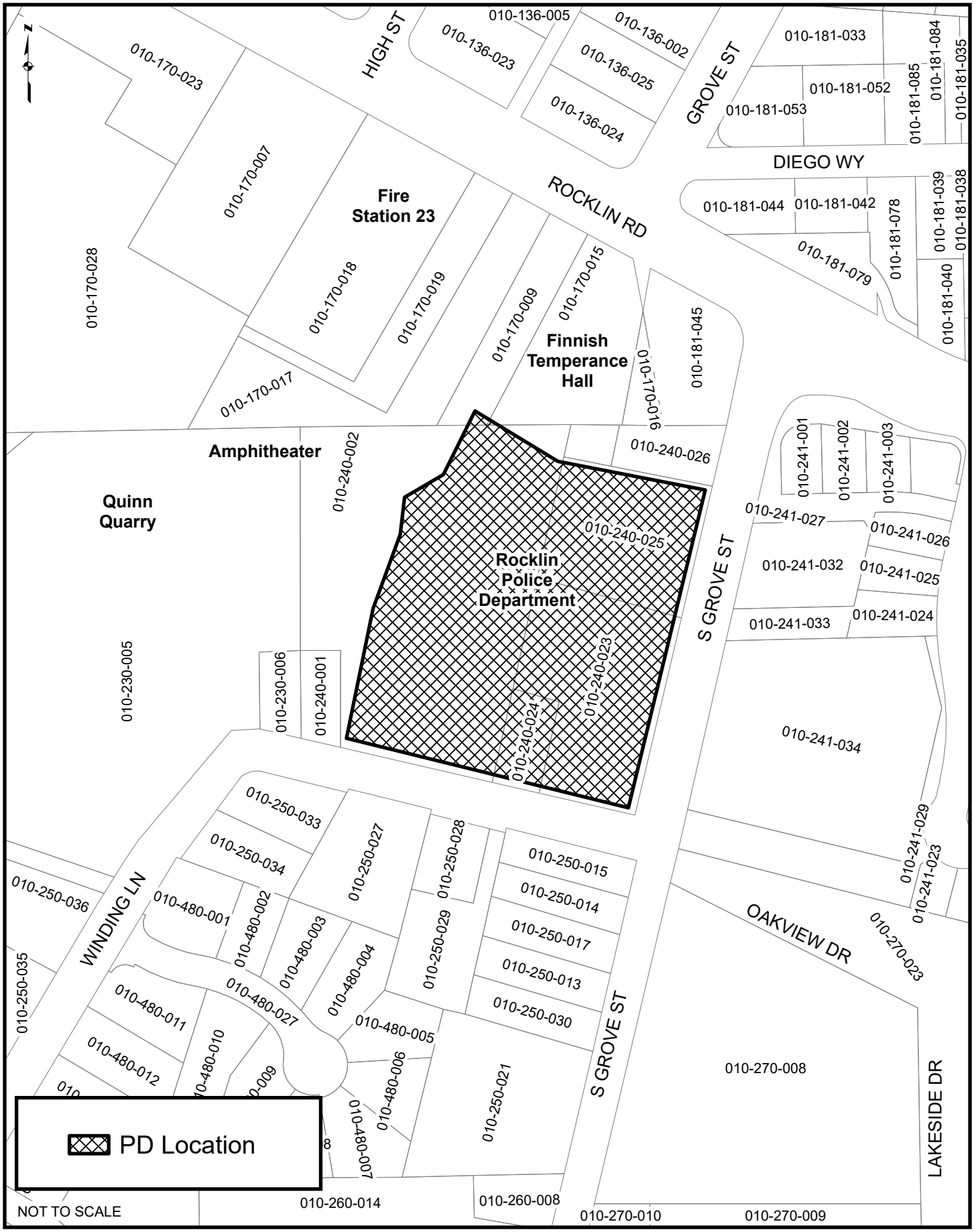
project involves negligible or no expansion of existing or former use and is not the result of an earthquake, landslide, or flood. There are no unusual circumstances that would result in a reasonable possibility of a significant effect on the environment. The proposed project is exempt under the CEQA Guidelines, Section 15301, Class 1 – Existing Facilities, and no further environmental review is required.

Contact Person: Justin Nartker, Director of Public Works, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Signature: _____ **Date:** _____

Justin Nartker, Director of Public Works

Exhibit A


N
HIGH ST
GROVE ST
ROCKLIN RD
DIEGO WY
S GROVE ST
WINDING LN
OAKVIEW DR
LAKESIDE DR
Fire Station 23
Finnish Temperance Hall
Amphitheater
Quinn Quarry
Rocklin Police Department
010-170-023
010-170-007
010-170-028
010-170-018
010-170-019
010-170-009
010-170-015
010-170-016
010-170-017
010-136-005
010-136-002
010-136-023
010-136-025
010-136-024
010-181-033
010-181-084
010-181-035
010-181-085
010-181-052
010-181-053
010-181-044
010-181-042
010-181-039
010-181-038
010-181-078
010-181-079
010-181-040
010-181-045
010-240-002
010-240-026
010-240-025
010-240-023
010-240-024
010-240-001
010-230-005
010-230-006
010-241-001
010-241-002
010-241-003
010-241-027
010-241-026
010-241-032
010-241-025
010-241-033
010-241-024
010-241-034
010-241-029
010-241-023
010-250-033
010-250-034
010-250-027
010-250-028
010-250-036
010-480-001
010-480-002
010-480-003
010-480-004
010-250-029
010-250-015
010-250-014
010-250-017
010-250-013
010-250-030
010-250-035
010-480-011
010-480-012
010-480-010
010-480-027
010-480-005
010-480-006
010-480-007
010-250-021
010-270-008
010-270-023
010-260-014
010-260-008
010-270-010
010-270-009
PD Location
NOT TO SCALE

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE POLICE DEPARTMENT HVAC & ROOF REPLACEMENT TO CNW CONSTRUCTION INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT

WHEREAS, the Police Department HVAC & Roof Replacement Project consists of removal and replacement of the HVAC units and replacement of the roof at the City of Rocklin Police Department located at 4080 Rocklin Road; and

WHEREAS, the invitation for bids was advertised on November 23, 2023, and November 30, 2023, with the bid opening Thursday, January 11, 2024, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest, responsive, responsible bid was determined to be $1,850,000.00, submitted by CNW Construction., Inc. and staff recommends that the contract for the project be awarded to CNW Construction Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050(F)(3), a contingency amount of fifteen (15) percent of the contract, $277,500.00, is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the maximum authorized not to exceed Project amount to $2,127,500.00; and

WHEREAS, the contract cost of $2,127,500 exceeds the budgeted amount of $1,275,000 in the Capital Construction Fund (Fund 304). Staff recommends allocating additional funds in the amount of $852,500 to award the contract. Sufficient funds are available in the fund balance of Fund 304 to support the staff recommendation.

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

Section 1. The contract for the Police Department HVAC & Roof Replacement is awarded to CNW Construction Inc. and the City Manager is authorized to execute the Construction Agreement with CNW Construction Inc. attached hereto as Exhibit “A” or a substantially similar contract subject to approval as to form by the City Attorney.

Section 2. The City Manager is authorized to increase the expenditure budget for the Police Department HVAC and Roof Replacement project (Project No. 45461) by $852,500 in the Capital Construction Fund (Fund 304) from its fund balance.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 28, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and CNW Construction, Inc., a Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Police Department HVAC & Roof Replacement

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Million, Eight Hundred and Fifty Thousand DOLLARS ($1,850,000)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IVII.RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be One Thousand Dollars **($1,000.00)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XIX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

4.9.2024	47-2279807
Date	Tax I.D. Number
Signature	Signature
Alicia Storrs	Joshua Storrs
Print Name	Print Name
President	CFO
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

On April 9th, 2024 before me, N. ESCARENO, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ALICIA STORRS & JOSHUA STORRS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

N. ESCARENO
COMM. # 2402851
NOTARY PUBLIC - CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. MAY 3, 2026

Signature N. Escareno (Seal)

Location Map

ROCKLIN
CALIFORNIA



ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: PD HVAC
DATE: January 11, 2024 | TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. B&N Builders Inc	$1,859,000.00	$		
2. Hometown Construction Inc	$2,478,000.00	$		
3. Proex Construction	$3,074,000.00	$		
4. CNW Construction	$1,850,000	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle
Angela Doyle, Finance

1/11/24
Date

Haley Reid
Haley Reid, Acting City Clerk

1/11/2024
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Increase in Purchasing Limit for Police Department Uniforms through the Cooperative Agreement with Curtis Blue Line

Date: May 28, 2024

Submitted By: Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Limit with Curtis Blue Line Through a Cooperative Purchase Agreement for Fiscal Year 2023/24.

Background:
Throughout the year, the Police Department has a need for purchasing uniforms, related uniform apparel, and equipment for its personnel from Curtis Blue Line.

On July 6, 2023, the City Manager authorized the purchasing of goods and services through cooperative purchase agreements consistent with Rocklin Municipal Code sections 3.04.090 (C) and (D) which allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreement and contracts maintained by other governmental agencies (Attachment 2). The City leveraged NPPGov agreement PS20275, valid from May 26, 2020 through May 26, 2026, with Curtis Blue Line for an amount not to exceed $50,000 (Attachment 3).

The original total not-to-exceed amount was based on past experience and anticipated purchases for Fiscal Year (FY) 2023/24; however, actual purchases to date and anticipated purchases until June 30, 2024, are now estimated at $100,000. Therefore, staff recommends the City Council adopt a Resolution (Attachment 1) to authorize the City Manager to increase the purchasing limit with Curtis Blue Line through a cooperative purchasing agreement for FY 2023/24 to $100,000.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. The cost of the increase are included in the FY 2023/24 Operating Budget for the Police Department.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Fiscal Year 2023/24 Cooperative Purchasing Authority Memo
3. Resolution Exhibit B - Curtis Blue Line Master Price Agreement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO INCREASE PURCHASING WITH CURTIS BLUE LINE UNDER A COOPERATIVE PURCHASE AGREEMENT

WHEREAS, on July 6, 2023 the City Manager authorized the purchasing of goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the City authorized NPPGov agreement PS20275 (Exhibit B), valid May 26, 2020 through May 26, 2026, with Curtis Blue Line for up to $50,000 (Exhibit A); and

WHEREAS, the Police Department has a need to increase the purchasing authority with Curtis Blue Line to $100,000 in Fiscal Year 2023/24; and

WHEREAS, the requested action exceeds the City Manager's authority and require your Council's approval; and

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

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

Section 2. The City Council approves the use of cooperative agreement PS20275 with Curtis Blue Line.

Section 3. The City Council authorizes the City Manager to increase the purchasing limit with Curtis Blue Line through a cooperative purchase agreement for Fiscal Year 2023/24 in an amount not to exceed $100,000.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DocuSign Envelope ID: 487682BE-26A2-44EE-B2FC-52C212D8CE0C

ROCKLIN
CALIFORNIA

DATE: July 6, 2023
TO: Aly Zimmermann, City Manager
Daniel Cucchi, Interim City Attorney
FROM: Daniel Choe, Deputy Director of Administrative Services DC
Megan Bressem, Management Analyst MB
RE: Authorizing Purchasing of Goods and Services through Cooperative Purchase Agreements within City Manager's Authority for Fiscal Year 2023/24

City Manager approval is required for cooperative agreement and piggyback purchasing amounts up to $50,000. Rocklin Municipal Code sections 3.04.090 (C) and (D) specifically allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreements and contracts maintained by other governmental agencies.

The City has arrangements/memberships with a number of cooperative purchasing programs which allow member public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements which are then made available to other member agencies and nonprofit organizations. By using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

Throughout the year, City departments have a need for ongoing purchasing of goods and services for departmental operations. These purchases are necessary to ensure the continued delivery of programs and services citywide. Staff reviewed historical citywide expenditures for vendors associated with cooperative purchasing programs and estimated the anticipated costs for goods and services for FY 2023/24.

Vendors with anticipated costs up to $50,000 in FY 2023/24 have been identified. Staff is requesting the City Manager to authorize the vendors in Exhibit A to be approved for the total combined purchases for each vendor in the amount up to $50,000 through June 30, 2024. The table in Exhibit A includes the cooperative purchase agreements/multiple award schedule contracts to be utilized, and a description of the goods and services to be procured.

DocuSign Envelope ID: 487682BE-26A2-44EE-B2FC-52C212D8CE0C

Exhibit A

Cooperative Purchase Agreements by Vendor for FY 2023/24

Vendor Name	Cooperative Purchase Agreement	Description
American Office Products Distributors (AOPD)/Walker's Office Supplies	OMNIA Partners #11-18	Office supplies
ARC Document Solutions, LLC	CMAS #3-21-10-1057	Plotter service and supplies
AXON (formerly Taser International, Inc.)	NASPO ValuePoint #OK-MA-145-015	Tasers and re-fill cartridges, drones and accessories, and evidence.com services
Bobcat Company/Clark Equipment Company dba Bobcat Company/Clark Equipment Company dba Doosan Portable Power	NASPO ValuePoint #E194-81037 Sourcewell #040319-CEC Sourcewell #031121-CEC Sourcewell #041719-CEC	Light construction equipment and landscape and grounds maintenance equipment
Caltronics Business Systems/Konica Minolta Business Solutions USA, Inc.	CMAS #3-17-36-0037B	Copier service and supplies
Caterpillar Inc. (Holt of CA)	Sourcewell #092222-CAT Sourcewell #011723-CAT Sourcewell #032119-CAT Sourcewell #062320-CAT Sourcewell #060122-CAT	Heavy construction and paving equipment, and machines, tools, and equipment rentals
Cellco Partnership dba Verizon Wireless	NASPO ValuePoint #MA152-1	Cellular phone service, wireless data, voice, and accessories
Cintas Corporation	OMNIA Partners #222886 OMNIA Partners #R-BB-19002	Uniform rentals and laundering services
Crafco Inc.	Sourcewell #080521-CFC	Roadway maintenance equipment
Curtis Blue Line	NPPGov #PS20275	Uniforms and bullet-proof vests
Deere & Company	CMAS #4-07-23-0007C H-GAC #GR01-20 Sourcewell #031121-DAC Sourcewell #110719-JDC	Vehicle equipment and parts
EPIC Business Essentials	OMNIA Partners #R190301	Office supplies
Fastenal Company	OMNIA Partners #R192001	Maintenance, repair, and operations supplies and equipment
Ford Motor Company	Sourcewell #101520-FMC	Genuine Ford parts for fleet vehicles

DocuSign Envelope ID: 487682BE-26A2-44EE-B2FC-52C212D8CE0C

Vendor Name	Cooperative Purchase Agreement	Description
HD Supply Facilities Maintenance, Ltd./Home Depot U.S.A., Inc.	OMNIA Partners #16154	Maintenance, repair, and operations supplies, industrial supplies and related products and services
L.N. Curtis & Sons	NPPGov #PS20015 H-GAC #EE08-19	Turnout gear, PPE, and equipment
Life Assist, Inc.	NPPGov #PS20180	EMS medical supplies and equipment
LION (Authorized Dealer/Distributor Allstar Fire Equipment)	NPPGov #PS20065	Uniforms, PPE, equipment, turnout gear, hoses
Lowe's Home Centers, LLC	OMNIA Partners #R192006	Maintenance, repair, and operations supplies, industrial supplies and related products and services
Musco Sports Lighting, LLC	Sourcewell #071619-MSL	Sports lighting replacement parts and annual control link service fees
Neptune Technology (Authorized Retailer/Distributor/Dealer Ferguson Enterprises, Inc. dba Ferguson Waterworks)	H-GAC #WM09-20	Plumbing parts
O'Reilly Automotive Stores/O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts	Sourcewell #032521-ORA NASPO #OK-MA-818-035	Parts and supplies for fleet vehicles
PlayPower, Inc.	Sourcewell #010521-LTS-3	Playground equipment
Ridgeline Technology/Synnex Corporation	CMAS #3-20-70-2506E	Public safety vehicle computer replacements
Ross Recreation Equipment, Inc.	NPPGov #PS21070	Recreation equipment, including swings
SHI International, Corp./SHI International	CMAS #3-20-00-0526A CMAS #3-23-04-1001 CMAS #3-23-04-1003 Sourcewell #081419-SHI NASPO ValuePoint #AR2488	Fortigate firewall renewals
Snap-on Industrial, A Division of IDSC Holdings LLC	Sourcewell #013020-SNP CMAS #4-21-03-1026	Fleet maintenance equipment and tools
Stryker Medical (formerly Physio-Control, Inc.)	NASPO ValuePoint #OK-SW-300	Lifepak automated external defibrillator (AED) devices
Sunbelt Rentals, Inc.	OMNIA Partners #R200601 Sourcewell #062320-SNB	Equipment and tool rental services

DocuSign Envelope ID: 487682BE-26A2-44EE-B2FC-52C212D8CE0C

Vendor Name	Cooperative Purchase Agreement	Description
Tetra Tech, Inc./Advanced Management Technology, Inc.	CMAS #3-22-02-1005 H-GAC #HP08-21	Any related services needed outside of the current contract for monitoring the City's inactive landfills
Thyssen-Krupp Elevator	Sourcewell #080420-TKE	Elevator maintenance and repair
Traffic & Parking Control Co.	CMAS #4-08-78-0042A	Traffic control equipment and signs, and safety lighting
Tree Pro Tree Service Inc./Ross Tree Expert Company	CMAS #4-09-03-0378A	Arborist services
Verizon Business Services/MCI Communications Services Inc.	CMAS #3-21-09-1011	Communications services
W. W. Grainger Inc.	OMNIA Partners #MA3461 Sourcewell #032620-WWG Sourcewell #101320-WWG Sourcewell #040220-WWG Sourcewell #080922-WWG Sourcewell #091422-WWG Sourcewell #090122-WWG	Maintenance, repair, and operations supplies and equipment

Authorization is granted for the purchasing of goods and services from the vendors listed in Exhibit A under the identified cooperative purchase agreements and governmental agency contracts for piggyback purchasing up to $50,000 per vendor for Fiscal Year 2023/24.

DocuSigned by:
Aly Zimmermann
06D99BDD198445B...

Aly Zimmermann, City Manager

DocuSigned by:
Daniel Cucchi
5553D0734517413...

Daniel Cucchi, Interim City Attorney

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and CURTIS BLUE LINE ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain LAW ENFORCEMENT EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for LAW ENFORCEMENT EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2010 for LAW ENFORCEMENT EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2010 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

CURTIS BLUE LINE
185 Lennon Lane
Suite 110
Walnut Creek CA 94598
ATTN: Nick Lawrence
Email: NLawrence@LNCurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 5/26/2020

VENDOR:

Signature: DocuSigned by: Nick Lawrence 105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs
CURTIS BLUE LINE

Dated: 5/26/2020

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CBL's price schedule includes two separate pricing approaches:

1. Pricing for customers located in the forty-eight contiguous states and Alaska (FOB: Origin)
2. Pricing for the State of Hawaii (FOB: Destination that will be calculated using the following formula: list price less the brand discount plus an estimated freight charge))

Generally, CBL is offering prices that are equal to our Most Favored Customer prices for items that are included in our GSA contract to maintain compliance with the terms and conditions of our contractual agreement with the General Services Adminstration. For those products not included in our GSA contract, CBL's proposed prices are generally better than the prices CBL typically offers to our most favored customer.

CBL's Pricing Schedule is based upon a fixed percentage (%) off marked prices defined within each of the individual suppliers' catalog included in the "Current Catalog" section of Vendor's proposal:

Cur+B1:G60tis Blue Line Product Catalog League of Oregon Cities/NPPGov RFQ 2010 "Law Enforcement Equipment"			
Brand	**Product Description**	**Discount (%)**	**Category Number**
Galvion	Body Armor	**20**	**1A**
ProTech / Safariland	Body Armor	**20**	**1A**
Safariland Body Armor	Body Armor	**30**	**1A**
ESS	Protective Gear	**25**	**1B**
Hatch / Safariland	Protective Gear	**20**	**1B**
Invisio	Protective Gear	**Net**	**1B**
Monadnock / Safariland	Protective Headgear	**15**	**1B**
TCI / Safariland	Protective Gear	**5**	**1B**
ASP	Handcuffs and Restraints	**20**	**1C**
Safariland	Handcuffs and Restraints	**20**	**1C**
ASP	Less Lethal Equipment	**20**	**1D**
DefenseTech	Less Lethal Equipment	**Net**	**1D**
Hogue	Less Lethal Equipment	**5**	**1D**
Monadnock / Safariland	Less Lethal Equipment	**Net**	**1D**
Leupold	Surveillance Equipment	**Net**	**1E**
Night Vision Devices	Surveillance Equipment	**Net**	**1E**
Steiner	Surveillance Equipment	**Net**	**1E**
Zistos	Surveillance Equipment	**Net**	**1E**
Forensics Source	Investigations & Evidence Equipment	**Net**	**1G**
Broco	Tactical Equipment	**8**	**1H**
CMC	Tactical Equipment	**10**	**1H**
Paratech	Tactical Equipment	**2**	**1H**
Safariland	Tactical Equipment	**20**	**1H**
Streamlight	Tactical Equipment	**40**	**1H**
Invisio	Communications, Radios, and GPS	**Net**	**1I**

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

TCI / Safariland	Communications, Radios, and GPS	**5**	**1I**
Blauer	Traffic Safety and Control Equipment	**30**	**1J**
Dicke Safety Products	Traffic Safety and Control Equipment	**5**	**1J**
Streamlight	Traffic Safety and Control Equipment	**40**	**1J**
ASP	Training and Safety Equipment	**20**	**1K**
Federal Signal	Vehicle Equipment	**20**	**1L**
Bates	Duty Gear	**5**	**2A**
Blackhawk	Duty Gear	**30**	**2A**
Danner	Duty Gear	**20**	**2A**
Edward Garments	Duty Gear	**5**	**2A**
First Tactical	Duty Gear	**20**	**2A**
Midway Caps	Duty Gear	**5**	**2A**
Safariland	Duty Gear	**30**	**2A**
Samuel Broome	Duty Gear	**5**	**2A**
Under Armor	Duty Gear	**25**	**2A**
Vertx	Duty Gear	**30**	**2A**
5.11	Uniforms	**20**	**2B**
Blauer	Uniforms	**30**	**2B**
Fechheimer	Uniforms	**30**	**2B**
Propper	Uniforms	**30**	**2B**
Spiewak	Uniforms	**30**	**2B**
Blackinton	Badges and ID Cards	**10**	**2C**
Hero's Pride	Badges and ID Cards	**10**	**2C**
5.11	Concealment and plainclothes	**20**	**2D**
Propper	Concealment and plainclothes	**30**	**2D**
Under Armor	Concealment and plainclothes	**25**	**2D**
Vertx	Concealment and plainclothes	**30**	**2D**
5.11	Eyewear	**20**	**2E**
ESS	Eyewear	**25**	**2E**
Revision	Eyewear	**20**	**2E**
Under Armor	Eyewear	**25**	**2E**
5.11	Bags	**20**	**2F**
Vertx	Bags	**30**	**2F**
SOG	Firearms	**25**	**3A**
EOTech	Firearms Accessories	**10**	**3B**
ESS	Firearms Accessories	**25**	**3B**
Sig Sauer	Ammunition & Training ammunition	**Net**	**3C**
Surefire	Shooting Range Gear	**25**	**3D**
Benchmade	Knives	**25**	**3E**
Gerber	Knives	**30**	**3E**
TCI / Safariland	Tools for Weapons and Ammunition	**5**	**3F**
Paratech	Specialty Tools	**2**	**4A**

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 6168B5EA-9E79-416C-AB12-B3E7DA82EDEC

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

DocuSign Envelope ID: 6921706E-2CAB-4DD0-A0B0-6B35647F424E

First Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 27 day of April, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add two products to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 23, 2021, to add Avon Body Armor and Avon Tactical Equipment in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line additions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 6921706E-2CAB-4DD0-A0B0-6B35647F424E

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

Brand	Product Description	Discount Off List	Category Number
Avon	Body Armor (Ballistic Helmets)	20%	1A
Avon	Tactical Equipment (Protective Masks)	10%	1H

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

38C540F88081413E...

Date April 27, 2021 | 3:34 PM PDT

BY: Mike Cully

ITS: Executive Director

CURTIS BLUE LINE

DocuSigned by:

Nick Lawrence

105BA01D37804D8...

Date April 27, 2021 | 4:39 PM PDT

BY: Nick Lawrence

ITS: Director, Special Programs

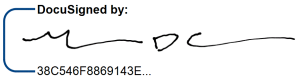
Certificate Of Completion

Envelope Id: 6921706E2CAB4DD0A0B06B35647F424E
Status: Completed
Subject: Please DocuSign: MPA Amendment 1 RFP 2010 Curtis Blue Line - FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
1100 Olive Way
Suite 1020
Seattle, WA 98101
marshall.stiles@mynpp.com
IP Address: 73.239.90.189

Record Tracking

Status: Original
4/27/2021 3:28:34 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 174.204.205.23 Signed using mobile	Sent: 4/27/2021 3:31:13 PM Viewed: 4/27/2021 3:33:53 PM Signed: 4/27/2021 3:34:02 PM
Electronic Record and Signature Disclosure: Accepted: 4/27/2021 3:33:53 PM ID: ee49040e-28e1-40a9-b28f-90209e3072e5		
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by:  105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 4/27/2021 3:31:13 PM Viewed: 4/27/2021 4:39:24 PM Signed: 4/27/2021 4:39:43 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2021 3:31:13 PM
Certified Delivered	Security Checked	4/27/2021 4:39:24 PM
Signing Complete	Security Checked	4/27/2021 4:39:43 PM
Completed	Security Checked	4/27/2021 4:39:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: DAA7ADCA-D8B4-469A-BB84-CD439538B51B

Second Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Addition and Discount Update

This Amendment to the Master Price Agreement is entered into this 15th day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add two new products to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a supplier change to the MSRP, Vendor desires to decreases the discount off list percentage for two Blauer products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, to update the product catalog with the Paulsen product addition and new discount off list changes in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 13, 2021, to update the product catalog with the First Tactical product addition in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition and discount changes.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: DAA7ADCA-D8B4-469A-BB84-CD439538B51B

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Paulsen	Protective Gear	20%	LE Category 1B. Equipment
First Tactical	Uniforms & Tactical Wear	20%	LE Category 2B. Uniforms and Accessories

DocuSign Envelope ID: DAA7ADCA-D8B4-469A-BB84-CD439538B51B

2. **Discount Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following change in discounts:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Blauer	Traffic Safety & Control Equipment	30%	2%	LE Category 1J. Equipment
Blauer	Uniforms	30%	2%	LE Category 2B. Uniforms and Accessories

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date July 16, 2021 | 8:36 AM PDT

BY: Mike Curry

ITS: Executive Director

CURTIS BLUE LINE

DocuSigned by:

Nick Lawrence

Date July 15, 2021 | 8:36 PM PDT

BY: Nick Lawrence

ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: DAA7ADCAD8B4469ABB84CD439538B51B
Status: Completed
Subject: Please DocuSign: Amendment 2 RFP 2010 Curtis Blue Line - FINAL.pdf
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
1100 Olive Way
Suite 1020
Seattle, WA 98101
marshall.stiles@mynpp.com
IP Address: 73.254.237.236

Record Tracking

Status: Original
7/15/2021 6:11:23 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139 Signed using mobile	Sent: 7/15/2021 6:13:43 PM Viewed: 7/15/2021 8:35:52 PM Signed: 7/15/2021 8:36:24 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 7/15/2021 8:36:25 PM Viewed: 7/16/2021 8:36:29 AM Signed: 7/16/2021 8:36:36 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2021 8:36:29 AM ID: e59f4fb7-1859-4dc0-bb0a-36d0a28436bc		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2021 6:13:43 PM
Certified Delivered	Security Checked	7/16/2021 8:36:29 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/16/2021 8:36:36 AM
Completed	Security Checked	7/16/2021 8:36:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 44854D9D-6CBA-4E58-B8C3-CD7E88CA9B44

Third Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 26th day of October 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 26, 2021, to add the Damascus brand protective gear to the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 44854D9D-6CBA-4E58-B8C3-CD7E88CA9B44

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Damascus	Protective Gear	10%	LE Category 1B. Equipment

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

_____ Date October 27, 2021 | 9:58 AM PDT

BY: Mike Curry

ITS: Executive Director

CURTIS BLUE LINE

DocuSigned by:

Nick Lawrence

_____ Date October 27, 2021 | 9:56 AM PDT

BY: Nick Lawrence

ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 44854D9D6CBA4E58B8C3CD7E88CA9B44
Status: Completed
Subject: Please DocuSign: Amendment 3 RFP 2010 Curtis Blue Line FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
1100 Olive Way
Suite 1020
Seattle, WA 98101
marshall.stiles@mynpp.com
IP Address: 73.254.237.236

Record Tracking

Status: Original
10/26/2021 11:49:38 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by:  105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139 Signed using mobile	Sent: 10/26/2021 11:51:35 PM Viewed: 10/27/2021 9:56:01 AM Signed: 10/27/2021 9:56:16 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 10/27/2021 9:56:17 AM Viewed: 10/27/2021 9:58:16 AM Signed: 10/27/2021 9:58:22 AM
Electronic Record and Signature Disclosure: Accepted: 10/27/2021 9:58:16 AM ID: db5bb0c4-5343-4649-809e-17eb9ec2b49c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2021 11:51:35 PM
Certified Delivered	Security Checked	10/27/2021 9:58:16 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/27/2021 9:58:22 AM
Completed	Security Checked	10/27/2021 9:58:22 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 2A049BD5-CAB8-4AE7-9C79-31769C177D0C

Fourth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Addition, Product Subtraction and Supplier Name Change

This Amendment to the Master Price Agreement is entered into this 14th day of December, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about October 27, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add four new product lines to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to remove the Sig Sauer product line from the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to the acquisition of the supplier, Vendor desires to update the supplier name Monadnock / Safariland to Defense Technology in the price list of the Master Price Agreement; and

WHEREAS, on or about November 24, 2021, Vendor has provided notice of these changes to the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition, the product line subtraction, and the supplier's name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 2A049BD5-CAB8-4AE7-9C79-31769C177D0C

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following products:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Cornerstone	Uniforms and Tactical Wear	10%	LE Category 2A. Uniforms and Accessories
Hardwire	Body Armor	10%	LE Category 1A. Equipment
Elbit	Surveillance Equipment	Net	LE Category 1E. Equipment
Invisio	Communications Equipment	5%	LE Category 1I. Equipment

DocuSign Envelope ID: 2A049BD5-CAB8-4AE7-9C79-31769C177D0C

2. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following product:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Sig Sauer	Ammunition & training ammunition	Net	LE Category 3C. Weapons and Ammunition

DocuSign Envelope ID: 2A049BD5-CAB8-4AE7-9C79-31769C177D0C

3. **Supplier Name Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following supplier name change:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Old Supplier Name	New Supplier Name	Product	Discount Off List	Contract (Product) Category
Monadnock / Safariland	Defense Technology	Uniforms and Tactical Wear	15%	LE Category 1B. Equipment
Monadnock / Safariland	Defense Technology	Uniforms and Tactical Wear	Net	LE Category 1D. Equipment

4. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8869143E...

Date December 17, 2021 | 7:34 AM PST

BY: Mike Cully

ITS: Executive Director

CURTIS BLUE LINE

DocuSigned by:

Nick Lawrence

405BA01D3Z894D8...

Date December 17, 2021 | 12:38 AM PST

BY: Nick Lawrence

ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 2A049BD5CAB84AE79C7931769C177D0C
Status: Completed
Subject: Please DocuSign: Amendment 4 MPA 2010 Curtis Blue Line FINAL.pdf
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
12/16/2021 3:11:24 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 12/16/2021 3:14:14 PM Viewed: 12/17/2021 12:37:36 AM Signed: 12/17/2021 12:38:39 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 12/17/2021 12:38:40 AM Viewed: 12/17/2021 7:34:33 AM Signed: 12/17/2021 7:34:44 AM
Electronic Record and Signature Disclosure: Accepted: 12/17/2021 7:34:33 AM ID: 11d04228-ab86-4a34-a157-5a522f3aec96		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/16/2021 3:14:14 PM
Certified Delivered	Security Checked	12/17/2021 7:34:33 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/17/2021 7:34:44 AM
Completed	Security Checked	12/17/2021 7:34:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: EC032D8F-D2D4-4F4B-A806-F1A3AF4BD1C8

Fifth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Discount Off List Change

This Amendment to the Master Price Agreement is entered into this 24th day of January 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about October 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about December 17, 2021 and by this reference incorporated herein; and

WHEREAS, due to a change in relationship between Vendor and the supplier, Vendor desires to update the discount off list percentage for the Blauer product line as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 21, 2022, to update the discount off list percentage from 30% to 10% for the Blauer product line in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the change to the Blauer discount off list percentage.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: EC032D8F-D2D4-4F4B-A806-F1A3AF4BD1C8

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Blauer	Traffic Safety & Control Equipment	30%	10%	LE Category 1J. Equipment
Blauer	Uniforms	30%	10%	LE Category 2B. Uniforms and Accessories

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A29AFD929F7246F...

Date January 24, 2022 | 3:18 PM PST

BY: Patty Mulvihull
ITS: Interim Executive Director and General Counsel

CURTIS BLUE LINE

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

Date January 24, 2022 | 2:57 PM PST

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: EC032D8FD2D44F4BA806F1A3AF4BD1C8
Status: Completed
Subject: Please DocuSign: Amendment 5 MPA 2010 Curtis Blue Line FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
1/24/2022 10:28:47 AM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139 Signed using mobile	Sent: 1/24/2022 10:30:41 AM Viewed: 1/24/2022 2:57:21 PM Signed: 1/24/2022 2:57:38 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director and General Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 1/24/2022 2:57:38 PM Viewed: 1/24/2022 3:18:19 PM Signed: 1/24/2022 3:18:43 PM
Electronic Record and Signature Disclosure: Accepted: 1/24/2022 3:18:19 PM ID: c3a1d85a-9d7f-4a1e-a703-5d4adf7eaa6a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2022 10:30:41 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	1/24/2022 3:18:19 PM
Signing Complete	Security Checked	1/24/2022 3:18:43 PM
Completed	Security Checked	1/24/2022 3:18:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: C0D1F498-EFA9-4A1A-B32C-9A6B59111BF3

Sixth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 14th day of February 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about October 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about December 17, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about January 24, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about February 14, 2022, to add the Paulson tactical PPE product line to the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: C0D1F498-EFA9-4A1A-B32C-9A6B59111BF3

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Paulson	Protective Gear	5%	LE Category 1B. Equipment

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD928F7248E...

Date February 15, 2022 | 10:15 AM PST

BY: Patty Mulvihull
ITS: Interim Executive Director and General Counsel

CURTIS BLUE LINE

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

Date February 15, 2022 | 12:11 AM PST

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: C0D1F498EFA94A1AB32C9A6B59111BF3
Status: Completed
Subject: Please DocuSign: Amendment 6 MPA 2010 Curtis Blue Line FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
2/14/2022 11:58:36 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by:  105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 104.28.85.52 Signed using mobile	Sent: 2/15/2022 12:00:24 AM Viewed: 2/15/2022 12:10:51 AM Signed: 2/15/2022 12:11:04 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director and General Counsel Security Level: Email, Account Authentication (None)	DocuSigned by:  A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 73.25.9.177	Sent: 2/15/2022 12:11:05 AM Viewed: 2/15/2022 10:15:31 AM Signed: 2/15/2022 10:15:52 AM
Electronic Record and Signature Disclosure: Accepted: 2/15/2022 10:15:31 AM ID: 0f189b40-4c36-4b57-95b1-081c784f5aa1		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/15/2022 12:00:24 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	2/15/2022 10:15:31 AM
Signing Complete	Security Checked	2/15/2022 10:15:52 AM
Completed	Security Checked	2/15/2022 10:15:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 835A0197-07B6-4F76-B936-FAEC9AB957B5

Seventh Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 1st day of April 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about October 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about December 17, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about January 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about February 15, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product to Addendum A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 21, 2022, to add product MSA tactical protective mask to Addendum A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 835A0197-07B6-4F76-B936-FAEC9AB957B5

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
MSA	Tactical Equipment (Protective Masks)	10%	LE Category 1H. Equipment

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill
A40AFD029F7244E...

Date April 7, 2022 | 2:56 PM PDT

BY: Patty Mulvihill
ITS: Interim Executive Director

CURTIS BLUE LINE

DocuSigned by:
Nick Lawrence
105BA01D3794D8...

Date April 4, 2022 | 10:27 AM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 835A019707B64F76B936FAEC9AB957B5
Status: Completed
Subject: Please DocuSign: Amendment 7 MPA 2010 Curtis Blue Line FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
4/3/2022 9:18:21 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Signed by link sent to nlawrence@lncurtis.com Using IP Address: 98.210.40.139	Sent: 4/3/2022 9:20:26 PM Viewed: 4/4/2022 10:27:32 AM Signed: 4/4/2022 10:27:54 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Signed by link sent to pmulvihill@orcities.org Using IP Address: 68.185.17.196	Sent: 4/7/2022 12:45:21 PM Viewed: 4/7/2022 2:55:56 PM Signed: 4/7/2022 2:56:03 PM
Electronic Record and Signature Disclosure: Accepted: 4/7/2022 2:55:56 PM ID: d4e1f36b-dd9e-4385-b558-ccc77ca13629		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85	Sent: 4/4/2022 10:27:55 AM Viewed: 4/7/2022 12:45:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2022 9:20:26 PM
Certified Delivered	Security Checked	4/7/2022 2:55:56 PM
Signing Complete	Security Checked	4/7/2022 2:56:03 PM
Completed	Security Checked	4/7/2022 2:56:03 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: C38C9297-5077-4D1D-887C-DFC2683BE5B1

Eighth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Discount Change

This Amendment to the Master Price Agreement is entered into this 5th day of April 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about October 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about December 17, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about January 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about February 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about April 7, 2022 and by this reference incorporated herein; and

WHEREAS, due to a change in the relationship between Vendor and Surefire, Vendor desires to change the discount off list price for the Surefire product line as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 3, 2023, to change the discount off list from 25% to 2% for the Surefire product line in the price list on Addendum A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: C38C9297-5077-4D1D-887C-DFC2683BE5B1

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Discount Change**. Due to a change in the business relationship between Vendor and Supplier, along with pricing changes due to inflation, Attachment A of the Master Price Agreement shall be amended in part to reflect the following new discount percentage off list price for the Surefire product line:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Surefire	Shooting Range Gear	2%	3D

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill
1A9AFE929F7246E...

Date April 21, 2023 | 4:41 PM PDT

BY: Patricia M. Mulvihill
ITS: Executive Director

CURTIS BLUE LINE

DocuSigned by:
Tom Burtch
F2205702A4CB45A...

Date April 21, 2023 | 11:17 AM PDT

BY: Tom Burtch
ITS: Regional Operations Manager

DocuSign

Certificate Of Completion

Envelope Id: C38C929750774D1D887CDFC2683BE5B1
Status: Completed
Subject: Complete with DocuSign: Amendment 8 MPA 2010 Curtis Blue Line FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 174.231.142.170

Record Tracking

Status: Original
4/5/2023 3:10:29 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Tom Burtch tburtch@curtisblueline.com Regional Operations Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Tom Burtch E2305702A4CB45A... Signature Adoption: Pre-selected Style Using IP Address: 199.117.230.123	Sent: 4/5/2023 3:13:44 PM Viewed: 4/21/2023 11:16:02 AM Signed: 4/21/2023 11:17:16 AM
Electronic Record and Signature Disclosure: Accepted: 4/21/2023 11:16:02 AM ID: 38c84202-5555-4c65-bf80-188e780e3181		
Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patricia M. Mulvihill A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 4/21/2023 11:38:33 AM Viewed: 4/21/2023 4:41:06 PM Signed: 4/21/2023 4:41:18 PM
Electronic Record and Signature Disclosure: Accepted: 4/21/2023 4:41:05 PM ID: 9dc6d2bd-3ad0-410f-9bb9-7de1009640e8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85	Sent: 4/21/2023 11:17:17 AM Viewed: 4/21/2023 11:38:32 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/5/2023 3:13:44 PM
Certified Delivered	Security Checked	4/21/2023 4:41:06 PM
Signing Complete	Security Checked	4/21/2023 4:41:18 PM
Completed	Security Checked	4/21/2023 4:41:18 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 762E98B1-5F59-46E1-82C4-637BD2364871

Ninth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Addition and Product Discount Change

This Amendment to the Master Price Agreement is entered into this 24th day of May 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and CURTIS BLUE LINE ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20275 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about October 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about December 17, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about January 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about February 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about April 7, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about April 21, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to a manufacture merger, Vendor desires to change the discount off list price for the Avon product line as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about May 19, 2023, to add the Elbeco product line and to change the discount off list for the Avon product line in the price list on Addendum A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition and the product line discount change.

DocuSign Envelope ID: 762E98B1-5F59-46E1-82C4-637BD2364871

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Elbeco	Uniforms	20%	3D

2. **Product Line Discount Change**. Due to a merger between manufacturer's Avon and Wendy, and a resulting change to the manufacturer's pricing strategy, Attachment A of the Master Price Agreement shall be amended in part to reflect the following new discount percentage off list price for the Avon product line:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Avon	Body Armor (Ballistic Helmets)	5%	1A
Avon	Tactical Equipment & Protective Masks	5%	1H

3. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill
A45AF5939F0246B...

Date May 25, 2023 | 12:29 PM PDT

BY: Patricia M. Mulvihill
ITS: Executive Director

CURTIS BLUE LINE

DocuSigned by:
Tom Burtch
E2305702A4CB45A...

Date May 26, 2023 | 3:51 PM PDT

BY: Tom Burtch
ITS: Regional Operations Manager

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Approval of Contracts for Fire Department Scheduling and Integrated Communications, and Fire Department Electronic Patient Care Reporting and Records Management

Date: May 28, 2024

Submitted By: Reginald Williams, Fire Chief
Shawn Watkins, Deputy Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin A pproving Evergreen Contracts with ImageTrend, Inc and UKG Kronos Systems, LLC and Authorize the City Manager to Sign Subsequent Amendments.

Background:
The Fire Department has been under contract with both UKG Kronos Systems, LLC (UKG Kronos) and ImageTrend, Inc (ImageTrend) since 2015.

UKG Kronos provides public safety scheduling (TeleStaff) and integrated communications for fire personnel who work 24-hour shifts. The original term for this contract was for one-year and automatically renews for additional one-year terms on the anniversary date at the current rate for services.

ImageTrend provides electronic patient care reporting and fire records management. The Fire Department relies on and leverages the modules provided by ImageTrend as a comprehensive electronic portal for patient care reporting, report writing, fire incidents, data collection, and inspections. The original term for this contract was for one-year and is subject to automatic annual renewal with an automatic price inflator unless terminated by either party.

Rocklin Municipal Code Chapter 3.04.100(B) states the maximum term of a contract shall be three years unless a longer initial term or renewal term is approved by the City Council. Upon review of existing contracts, the contracts with UKG Kronos and ImageTrend were identified as two that should continue to renew annually. City Council ratification of these existing contracts and approval to continue to use would allow seamless utilization of these necessary services for the Fire Department.

The Fire Department will continue to manage the agreement and review the services and

pricing with competitors in the open market to determine when it would be appropriate to competitively re-bid for these services.

Fiscal Impact:
There is no additional fiscal impact to the General Fund from the staff recommendation. The contract costs of $21,592 are included in the Fiscal Year 2023/24 Operating Budget.

ATTACHMENTS:
1. Resolution
2. ImageTrend Inc. Agreement
3. UKG Kronos Systems LLC Agreement

RESOLUTION NO. 2024-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITYOF ROCKLIN APPROVING EVERGREEN CONTRACTS WITH IMAGETREND, INC AND UKG KRONOS SYSTEMS, LLC AND AUTHORIZE THE CITY MANAGER TO SIGN SUBSEQUENT AMENDMENTS

WHEREAS, the then City Manager executed a contract to provide electronic patient care reporting and fire records management with ImageTrend, Inc (ImageTrend) on or about August 12, 2015; and

WHEREAS, the then Assistant City Manager executed a contract to provide public safety scheduling software and integrated communications with UKG Kronos Systems, LLC (UKG Kronos) on or about August 11, 2015; and

WHEREAS, both contracts are evergreen, with automatic renewals after their initial term expired; and

WHEREAS, both contracts had one-year initial terms and have since renewed automatically annually on their anniversary date; and

WHEREAS, the maximum term allowed under the Rocklin Municipal Code Chapter 3.04.070(I) for a contract is three years, unless otherwise approved by the City Council for good cause; and

WHEREAS, good cause exists to approve these contracts for a longer term than three years because approval of these two existing contracts would allow continued seamless utilization of these necessary public safety services from ImageTrend and UKG Kronos for the Fire Department; and

WHEREAS, the City Manager is authorized to sign subsequent amendments up to $50,000 annually on each contract.

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

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

Section 2. The City Council ratifies and approves each contract, with ImageTrend and UKG Kronos, respectively.

Section 3. The City Council authorizes the City Manager to sign subsequent amendments to increase compensation to an amount of up to $50,000 annually per contract, provided that the amendment is consistent with

the contracts' subject matter and scope of work, Rocklin Municipal Code, and that the City Attorney approves the amendments as to form.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

SOFTWARE LICENSING AGREEMENT

CONTRACT NO.: 2484

BETWEEN

ROCKLIN FIRE DEPARTMENT
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

THIS AGREEMENT is made and entered into on the date last

IMAGETREND INC.

written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Rocklin Fire Department (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"License" means an unlimited use license of the software, without rights for resale, for the duration of the contract, defined as Software as a Service (SaaS) which expires when this agreement expires.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Reference" means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

"Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"Statement of Work" means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE USE LICENSE.
In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE
In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.
CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

D. DATA OWNERSHIP AND DATA PROTECTION.
All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential.

E. CLIENT DATA.
Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

A. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database.

B. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database as defined, described and

mandated by the National EMS Information System (NEMSIS). The dataset was adopted by ImageTrend for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.
IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.
During the terms of this Agreement and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. IMPLEMENTATION SERVICES
1. IMAGETREND shall provide CLIENT with initial services such as the system configuration and installation into the ImageTrend hosting infrastructure.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.

SECTION 6. MAINTAINENCE and SUPPORT.

A. Application use support as detailed in Service Level Agreement Exhibit B.

B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the ImageTrend Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

A. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
(i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

B. The fees for this contract are as detailed in the attached Exhibit A.

C. At any time during this agreement, the CLIENT may contract with IMAGETREND for additional software and services not covered in this agreement with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.

D. If there is a delay in acceptance on the remaining items for longer than 60 days, ImageTrend has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.
CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.
Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.
This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.
IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

SECTION 10. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the agreement; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential damages arising out of:

(i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or

(ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or

(iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT.

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY,

EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.
IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.
Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.
All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT:
Rocklin Fire Department
3970 Rocklin Road
Rocklin, CA 95677

ATTENTION: Sean Finders

TO IMAGETREND:
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.
Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.
Any dispute between IMAGETREND and CLIENT under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (STATE) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment

upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.
This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY.
Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.
This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT" (Rocklin Fire Department)

By: _____

Name: Ricky A. Horst

Title: City Manager

Dated: 8/12/15

"IMAGETREND"

By: Michael J. McBrady

Name: Michael J. McBrady

Title: President

Dated: 08-14-15

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT A – PRICING AGREEMENT

ImageTrend's license and annual support are based upon 4,800 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to ImageTrend.

Pricing Agreement – Recurring Fees

Description	Units	Price	Extended
Rescue Bridge Annual SaaS	4800	$3.00	$14,400.00
CAD Integration Annual Support and Hosting	1	$1,750.00	$1,750.00
TOTAL Recurring Fees			**$16,150.00**

Optional*	Units	Price	Extended
Mobile Fire Inspections Site License Annual SaaS		$0.50/run	
Hospital Hub Setup and Access Fee for Services *Number of Hospitals Included: 5*		$2,500.00	
Hospital Hub Annual Support and Hosting		$625.00	
Visual Informatics – Analytics Setup Fee (EMS Cube) *Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine*		$5,000.00	
Visual Informatics Annual SaaS Fee		$800.00	
Additional Cube Setup Fee (Fire Cube)		$2,500.00	
Visual Informatics Additional Cube Annual SaaS Fee		$800.00	
Investigations Setup Fee		$1,000.00	
Investigations Annual Support		$160.00	
MARS Setup Fee (ImageTrend Hosted Only)		$2,500.00	
MARS Annual SaaS Fee		$960.00	
Telestaff Integration		$5,000.00	
Telestaff Integration Annual Support and Hosting		$1,750.00	
Out of Scope billed at $125/Hour		$125.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)		$250.00	

*The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to ImageTrend.

Payment Terms:

a. Payment Terms are net 30 days.
b. The Total Recurring Fees outlined above will be billed annually in advance, starting January 1, 2016.
a. Project completion occurs upon receipt of the product.
b. Pricing is based on an estimated 4,800 incidents per year, as provided by Client.
c. All Annual SaaS Fees are inclusive of the ongoing Support and Hosting fees.
d. If there is a delay in acceptance on the remaining items for longer than 60 days, ImageTrend has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.
Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.

Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports.

Note: The CAD Annual SaaS Fees include a one-time integration, Support and Hosting. The SaaS fees do not cover any costs that may be charged by the CAD vendor.

Pricing escalation factors:

a. Adjustments to Prices. IMAGETREND will perform price adjustment(s), in whole or in part.
b. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
c. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
d. All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of $15/Mb/month for Bandwidth and $15/10GB/month for Storage.
e. At least 120 days prior to the end of each contracted term IMAGETREND will establish and communicate to CLIENT any of the anticipated increases allowed above.

Statements/Invoices should be mailed to:

Sean Finders
Rocklin Fire Department
3970 Rocklin Road
Rocklin, CA 95677
Phone: 916-765-6238
Email: sean.finders@rocklin.ca.us

ImageTrend Salesperson Contact:

Todd York
952-469-1589
tyork@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

SOFTWARE AS A SERVICE (SAAS)

VERSION 4.0

This agreement exists for the purpose of creating an understanding between ImageTrend and CLIENT who elect to host the application on ImageTrend's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Software as a Service (SaaS) Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as SaaS.

1. **Hosting at the ImageTrend's Datacenter**

   ImageTrend's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

   Hardware

   ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

   - Independent Application and Database Servers
     - Microsoft SQL Server 2012
     - Microsoft Windows Server 2008R2
   - Redundant Power Supplies
   - Off-Site Idle Emergency Backup Servers (optional)
   - Sonicwall VPN Firewall
   - Redundant Disk configuration
   - Disk Space allocation and Bandwidth as contracted

   Physical Facility

   The ImageTrend hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

   - Redundant, high-speed Internet connections over fiber optics.
   - Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
   - Temperature controlled
   - Waterless Fire Protection and Clean agent fire suppression
   - Secured site access
   - Steel Vault Doors
   - 21" concrete walls and ceiling

   Data Integrity

   ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup.

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

2. Application and Hosting Support

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support
Email: support@imagetrend.com
Toll Free: 1-888-730-3255
Phone: 952-469-1589

Online Support

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should clients wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement

			of an error.
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords	Within four (4) hours of initial notification	24 Business hours
Low	- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)
Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope
Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend's standard hourly rate.

Maintenance and Upgrades
System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client's responsibility to accept all offered updates and upgrades to the system. If the Client does not accept these, Client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

Escalation
Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues

on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated August 14th, 2015 (the "Effective Date"), is entered into by and between Rocklin Fire Department, a California corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality

Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI**. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within

five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security

Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation**.

   a. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq*. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

   b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State

Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

   i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

   ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**
    a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
   i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
   ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**
   a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

_____
_____
_____
_____

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15. **Assignment**. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

16. **Severability**. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

17. **Entire Agreement**. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state

and federal courts in the county in which Business Associate is located.

19. **Equitable Relief**. The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

APPROVED AS:

"CLIENT" (Rocklin Fire Department)

By: _____

Name: Ricky A. Horst

Title: City Manager

Dated: 8/12/15

"IMAGETREND"

By: Michael J. McBrady

Name: Michael J. McBrady

Title: President

Dated: 08-14-15

EXHIBIT D – INSURANCE CERTIFICATE

Intentionally left blank

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT Rev KR-022811.1

Customer and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

1. PAYMENT AND DELIVERY
Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

2. GENERAL LICENSE TERMS
Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

3. FEE BASED LIMITATIONS
Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY
Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

5. PERMITTED COPIES
Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES
In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. EXPORT
Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE
Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled,

Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at http://customer.Kronos.com and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

(b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos'

exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES
Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS
Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: http://www.kronos.com/Legal/EquipmentSupportAgr.aspx .

(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)
Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at http://www.kronos.com/Legal/SupplementalTerms.aspx shall supersede the provisions of this Agreement for the Extended Support Program.

(c) TERM OF SOFTWARE SUPPORT
Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

(d) GOLD SERVICE OFFERINGS
Customer shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at http://www.kronos.com/services/support-services.aspx .

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) PLATINUM AND PLUS SERVICE OFFERINGS:
Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(f) PAYMENT
Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

(g) ADDITION OF SOFTWARE
Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER
Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access

technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(j) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(k) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: http://www.kronos.com/Support/SupportServicesPolicies.htm ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval not to be

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

unreasonably withheld.

18. LIMITATION OF LIABILITY
CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. GENERAL
(a) This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
(e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
(f) No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.
(g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
(h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
(i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
(j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

DATED: August 11, 2015

CUSTOMER: City of Rocklin

BY: Kimberly Barkovich

NAME: Kimberly Barkovich

TITLE: Assistant City Manager

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Historical Marker Donation Policy

Date: May 28, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Historical Marker Donation Policy.

Background:
At the May 11, 2024 City Council meeting, staff presented City Council with the proposed Historical Marker Donation Policy, which outlined the process by which members of the public could request to donate a marker and its installation to the City to commemorate certain historical sites, accomplishments, and events. Staff received feedback from the City Council and revised the policy consistent with the feedback.

The key changes are listed below:

- The age of the historical event has decreased from 100 years to 50 years.
- The number of requests for markers per applicant has increased from one per year to two per year.
- Additional clarifying language has been added related to the cost to install the donated marker.

Several key components of the proposed policy are unchanged:

- Only plaques, signs, or monuments will be considered for placement.
- The City will select a vendor for the installation of the marker, if needed.
- The applicant must purchase and store the marker until the time of installation.
- After installation, the marker becomes property of the City and can be moved or relocated as needed.

The Historical Marker Donation Policy is not intended to replace the Tree and Bench Donation Policy, which is administered by the Parks and Recreation Department. Nor is it intended to replace the existing mechanisms to commemorate significant figures in Rocklin's history, such as the Wall of Recognition. This policy would not prevent the City from initiating the installation of any type of marker; the policy is only applicable for instances where groups or members of the public wish to donate a marker to the City.

Staff recommends the City Council adopt the Historical Marker Donation policy.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Historical Marker Donation Policy

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE HISTORICAL MARKER DONATION POLICY

WHEREAS, in order to respond to requests for the placement of markers that commemorate historical events and locations within Rocklin; and

WHEREAS, the City Council of the City of Rocklin desires to establish a written Historical Marker Donation Policy to create a consistent process to review all such requests (Policy); and

WHEREAS, requests to place historical markers in the City should be made to the staff-level for approval pursuant to appropriate parameters and procedures as set forth in the Policy; and

WHEREAS, the City of Rocklin has previously implemented similar policies on an as-needed basis to facilitate requests and goals of the community.

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

Section 1. The Historical Marker Donation Policy attached hereto as Exhibit A is hereby approved and adopted.

PASSED AND ADOPTED this 28th day of May, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin
City Council Policy – Historical Marker Donation

I. PURPOSE

The City of Rocklin acknowledges the importance of commemorating significant historical achievements in Rocklin's history. Certain sites, accomplishments, and events are of importance to the City's history, and the City encourages partnership with organizations that wish to place markers commemorating them. For these reasons, the City desires to create a uniform application process for requests to place historical markers on City-owned or leased property. This policy sets forth rules to ensure that requests to place markers on City property (1) are appropriate and reflective of Rocklin's rich cultural heritage; (2) do not create unintended impacts on staff resources; and (3) do not cause significant additional costs for the City.

II. DEFINITION

a) Applicant: The person/organization completing an application to place a historical marker.
b) Donation: The marker and installation provided to the City at the sole cost of the applicant.
c) Marker: A plaque, sign, or other informational item placed to indicate a historical accomplishment. Markers must have wording that describes the event, place, or accomplishment.

III. REQUIREMENTS

a) Markers must commemorate a significant historical accomplishment in Rocklin. For this reason, donations will only be considered for an event or accomplishment that is at least 50 years old.
b) Only the following types of markers will be considered:
    i) Plaques
    ii) Signs
    iii) Monuments
c) Markers must be placed on City-owned or leased property.
d) The marker shall only be installed by City staff or a third party vendor selected through the City's procurement process. If a third party vendor is needed to install the marker, the applicant shall be responsible for the payment of the actual cost for installation. If requested, a quote for installation will be provided to the applicant prior to the installation of the marker.
e) All donations accepted by the City shall become City property and shall be open and available for general public use in a manner consistent with the City rules, policies, and practices. At no point should the acceptance of a donation to the City be construed as the creation of a public forum. The City reserves the right to move or relocate the marker if the need should arise.
f) The City will only review two applications per applicant per year. Applicants may not submit a request for more than two historical markers per year.

IV. PROCESS

a) The applicant must submit a complete application (exhibit A) to the City Manager's Office. Incomplete applications may be rejected.

b) The City Manager will review the acceptability of any donation and determine if the benefits to be derived warrant acceptance of the donation.
c) If, during the application phase, the City Manager determines that there are no suitable or available locations for the donation, or if the donor only wants to make a donation for installation at an unavailable location, the City Manager shall reject the donation application.
d) An official determination will be sent to the applicant. The City Manager's decision is final and cannot be appealed.

V. APPROVAL OF MARKER

a) If the City Manager approves the donation of a historical marker, City staff will work with the applicant to determine the date and time of installation.
b) City staff will be responsible for securing a vendor to complete the installation of the marker. The marker shall be provided by the applicant at the time of installation. The City will not hold or store the marker in advance of the installation.
c) The City shall reserve the right to remove or relocate the marker if the location is in conflict with any future improvements or if the marker is creating a potential or current health or safety hazard. The decision to remove a marker for the aforementioned reasons shall be at the sole discretion of the City Manager.

Responsible Department: City Manager's Office

Dated:_____ _____

Greg Janda, Mayor

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2024/25 Draft Operating Budget and 2025-2029 Draft Capital Improvement Program

Date: May 28, 2024

Submitted By: Aly Zimmermann, City Manager
Daniel Choe, Deputy Director of Administrative Services
Zonousia Lee, Budget Officer

Department: Administrative Services - Finance

Recommendation:
Review the Fiscal Year 2024/25 Draft Budget and 2025-2029 Draft Capital Improvement Program, and Provide Direction to Staff.

Background:
Section 3.28.010 of the Rocklin Municipal Code (RMC) requires the City Manager to submit to the City Council a proposed budget for the fiscal year commencing July 1 of that year. The fiscal year (FY) 2024/25 draft annual budget and the 2025-2029 draft capital improvement plan budget was submitted to the City Council on May 15, 2024, and is available at https://www.rocklin.ca.us/post/city-rocklin-budgets.

RMC section 3.28.040 requires the City Council to conduct one or more hearings on the proposed budget and shall make such changes therein as may be deemed appropriate. Accordingly, at the May 28, 2024 City Council meeting, staff will present an overview of all budget categories and seek the City Council's consensus on the staff recommended expenditures. Any direction received that would result in changes to the draft budget will be incorporated prior to the presentation of the final budget at the June 25, 2024 City Council Meeting.

ATTACHMENTS:
1. Staff Report
2. Fiscal Year 2024/25 Draft Annual Budget
3. 2025-2029 DRAFT Capital Improvement Plan
4. Draft Resolution

ROCKLIN
CALIFORNIA

City Council Staff Report

Budget Overview

The total draft expenditure budget proposed for fiscal year (FY) 2024/25 is $115 million from across all funding sources, supporting 272.5 full-time equivalent (FTE) positions. This includes $66.9 million for General Fund operations, capital projects, and contributions to towards the operating reserve, and $48.1 million for other funds. The FY 2024/25 budget includes two new FTE positions, established primarily to support the City's landscape and park maintenance services. These positions are predominantly funded by the Community Facilities District No. 5, Gas Tax, and Landscape and Lighting Maintenance District No. 2.

The FY 2024/25 General Fund budget is balanced. However, a slowdown in the sales tax receipts has further accelerated the growth in the expenditure budget to outpace revenue growth, creating a challenge. As a result, the expenditure budget reflects a status quo approach with minimal changes.

Additional details are provided in the Budget Overview and Department sections of the FY 2024/25 Draft Annual Budget (Attachment 2).

Capital Improvement Program

The Capital Improvement Program (CIP) is a five-year planning document that identifies the current and future capital improvement project needs of the City. Each year, all project and equipment requests are considered and analyzed by taking into account the City's Strategic Plan, long-range planning objectives, need, priority, and the City's ability to implement them using available resources. The FY 2024/25 CIP budget totals $9.9 million, including $484,500 in the General Fund, providing resources for 14 programs/projects, and two equipment purchases. Additional details are provided in the 2025-2029 Capital Improvement Program (Attachment 3).

General Fund Five-Year Forecast

The five-year forecast is a financial tool to help evaluate current and future fiscal conditions to guide policy and programmatic decisions, including identifying future revenue and expenditure trends that may have immediate or long-term influence on City policies, strategic goals, and delivering City services.

In an effort to develop a budget with focus on both short- and long-term context, staff developed the following General Fund five-year forecast as part of the annual budget process:

General Fund 5-Year Forecast	FY2024/25 Proposed	FY2025/26 Projection	FY2026/27 Projection	FY2027/28 Projection	FY2028/29 Projection
Sources					
Revenue	66,772,600	67,799,100	69,459,900	71,460,600	73,134,400
Other Sources	250,000	-	-	-	-
Total Sources	67,022,600	67,799,100	69,459,900	71,460,600	73,134,400
Uses					
Operation Expenditures	65,924,230	67,177,450	68,999,150	70,836,600	72,773,850
Capital Improvements	484,500	349,450	585,950	644,900	364,650
Contribution to Operating Reserve	506,000	451,500	430,900	456,500	481,400
Total Uses	66,914,730	67,978,400	70,016,000	71,938,000	73,619,900
Net Resources / (Deficit)	$ 107,870	$ (179,300)	$ (556,100)	$ (477,400)	$ (485,500)

FY 2024/25 is balanced; however, the growth in expenditures is anticipated to outpace revenues beginning in FY 2025/26. Some of the ongoing challenges are increasing labor costs and liabilities that continue to compete with the priorities and needs of the community. Insurance premiums and workers' compensation costs continue to increase; the expected increase is $2.7 million over the period of the forecast. Additionally, as the City nears its built-out state, the revenue from building permits is expected to level off, reflecting a diminishing number of permits issued and negatively impacting the City's resources. It remains a challenge to predict when consumer spending will recover, necessitating cautious management of resources. Therefore, it is important to continue to maintain a sufficient level of fund balance, strategically using one-time resources in mitigating future challenges, as well as proactively seeking opportunities to diversify City funding sources.

Budget Resolution

The proposed FY 2024/25 Budget Resolution, presented in draft form as Attachment 4, is subject to City Council consideration and reference. It introduces four new sections, including three sections that delegate authority to the City Manager for budgetary adjustments related to grant awards, externally funded programs, and strike teams. These changes enable a proactive approach to managing the budget, allowing staff the ability to respond to changes in funding and program needs. The fourth section added to the resolution addresses the appropriation limit as per Article XIIIB of the California Constitution, demonstrating a commitment to fiscal responsibility and compliance with legal mandates. This resolution is scheduled to return to the City Council for adoption in June 2024.

Next Steps

Following the City Council's deliberations, any changes to the draft budget will be incorporated into final documentation for the City Council's adoption, anticipated at the June 25, 2024 City Council Meeting.



ROCKLIN
CALIFORNIA

DRAFT ANNUAL BUDGET

FISCAL YEAR 2024/25

Vision Statement

To become a City that provides
its citizens with exceptional quality of life
while maintaining
its small-town sense of community

ROCKLIN
CALIFORNIA

CITY COUNCIL



GREG JANDA
Mayor



JILL GAYALDO
Vice-Mayor



DAVID BASS
Councilmember



KEN BROADWAY
Councilmember



BILL HALLDIN
Councilmember

City Officials

COUNCIL-APPOINTED REPRESENTATIVES

Aly Zimmermann, *City Manager*
Matthew McOmber, *City Attorney*
Avinta Singh, *City Clerk*
Daniel Choe, *City Treasurer*

DEPARTMENT DIRECTORS

Sherri Conway, *Assistant City Manager*
Tameka Usher, *Director of Administrative Services*
David Mohlenbrok, *Director of Community Development*
Reginald Williams, *Fire Chief*
Veronica Tracy, *Director of Parks and Recreation*
Rustin Banks, *Police Chief*
Justin Nartker, *Director of Public Works*

Prepared by
ADMINISTRATIVE SERVICES DEPARTMENT
FINANCE DIVISION

Daniel Choe, *Deputy Director of Administrative Services/City Treasurer*
Megan Bressem, *Management Analyst*
Angela Doyle, *Senior Accountant*
Valerie Bignault, *Accountant II*

In conjunction with Department Staff

3970 ROCKLIN ROAD
ROCKLIN, CA 95677

Table of Contents

BUDGET MESSAGE 6

INTRODUCTION 8

Rocklin at a Glance 9

About Rocklin 11

Organizational Chart 14

Reader's Guide to the Budget 15

BUDGET OVERVIEW 16

Budget Overview 17

General Fund Five-Year Forecast 21

Basis of Budgeting 23

Key Management Practices 23

Budget Process 27

Two-Year Strategic Plan 28

BUDGET SCHEDULES 29

Schedule 1A: Appropriations by Departments 30

Schedule 1B: Appropriations by Category and Department 30

Schedule 2: Sources, Uses, and Changes in Fund Balance 31

Schedule 3: Revenues By Category for General Fund 33

Schedule 4: Revenues by Fund and Object 36

Schedule 5: Staffing (in Full-Time Equivalent) by Department 44

Schedule 6: Capital Projects by Fund 45

Schedule 7A: Fleet Replacement by Unit and Fund 46

Schedule 7B: Equipment by Funding Source 46

Schedule 8: General Fund Reserve 47

Schedule 9A: GANN Appropriations Limit (City-wide) 48

Schedule 9B: GANN Appropriations Limit (Special Districts) 49

DEPARTMENTS 50
City Council 51
City Manager 52
City Attorney 55
City Clerk 56
Administrative Services 58
Community Development 63
Fire 69
Parks and Recreation 73
Police 78
Public Works 82
Non-Departmental 87
DEBT SERVICE 89
Debt Service 90
DEFINITIONS 92
Governmental Funds 93
Internal Services Funds 97
Fiduciary Fund 97
Definitions 98
APPENDICES 104
Appendix A: Fund Analysis 105
Appendix B: Salary Schedule 107
Appendix C: Resolution 112

BUDGET MESSAGE

Intentionally Left Blank

The City Manager's Budget Message will be added for the Final Budget

INTRODUCTION

The City of Rocklin AT A GLANCE

GEOGRAPHY

SIZE 19.87 square miles

ELEVATION 249' above sea level

FIRE PROTECTION ISO Rating 2

ECONOMICS

SALES TAX 7.25%

BOND RATING
Fitch Ratings AA+
Standard & Poor's AA+

SALES TAX PER CAPITA $280

SALES TAX REVENUE $20,024,200

MEDIAN HOUSEHOLD INCOME $119,436

LABOR FORCE 35,900

EMPLOYMENT 34,300

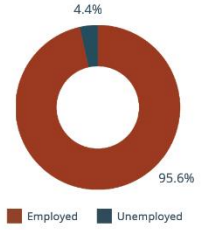


DEMOGRAPHICS

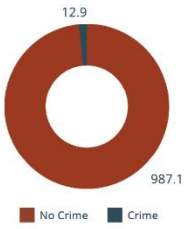
POPULATION 71,609

MEDIAN AGE 39.9

UNEMPLOYMENT RATE

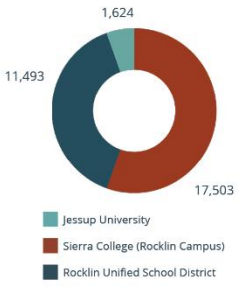


CRIME RATE (PER 1000 RESIDENTS)

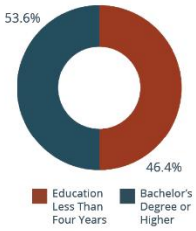


EDUCATION

ENROLLMENT



RESIDENTS WITH 4-YEAR DEGREES





Top 10 Employers

1. Horizon West Healthcare, Inc.
2. Sierra Joint Community College District
3. Rocklin Unified School District
4. S.E. Scher Corporation
5. Oracle Corporation
6. American Healthcare Administrative Services, Inc.
7. United Natural Foods West, Inc.
8. City of Rocklin
9. Educational Media Foundation
10. SMA America Production, LLC

Top 10 Property Taxpayers

1. Meridian Apartments, LP
2. Rhino Holdings Blue Oaks, LLC
3. TCG Rocklin Campus, LLC
4. Garnet Creek, LLC
5. Evergreen SR 1011, LP
6. PF Portfolio 2, LP
7. Winsted Apartments, LP
8. MG Rocklin California, LLC
9. Demmon Rocklin Ranch Partners, LP
10. Walmart Real Estate Business Trust



Sources: California Department of Finance, City of Rocklin Community Development Department, City of Rocklin Finance Department, Jessup University, Rocklin Police Annual Report (2023), Rocklin Unified School District, Sierra College, Sacramento Area Council of Governments (SACOG), HdL Coren & Cone, State of California Employment Development Department, U.S. Bureau of Labor Statistics, U.S. Census Bureau

About Rocklin

Located in south Placer County at the intersection of Interstate 80 and State Highway 65, Rocklin is characterized by rolling hill terrain with 360-degree panoramic views of the Sierra Nevada mountains to the northeast and to the Sutter-Butte mountain range in the west.

Rocklin is a preferred location to live, work, visit, and grow business because of its convenient location, excellent schools and universities, abundant recreational opportunities, and the highest commitment to public safety.

Rocklin is located in proximity to many tourist locations and recreational amenities; it is within 20 minutes of Folsom Lake, 30 minutes of downtown Sacramento, and less than two hours from Lake Tahoe, the Pacific Ocean, and the Bay Area.



Rocklin has been one of the fastest growing cities in California. The City's population grew 98% from 2000 to 2023 with a current population of approximately 71,609, according to the California Department of Finance. In 2021, Money Magazine ranked the City in the top 50 Best Places to Live in America. The City was one of only two California cities to make the list. In addition, the City was ranked in the top 10 safest cities in California in 2024 by SafeWise using FBI crime statistics and demographic information.

The City's strongest assets are its residents, where citizen input and participation set Rocklin apart from other communities. We are proud of Rocklin's rich heritage and excited about its future. Thanks to residents, businesses and community leaders working together, we can ensure a bright future.

GOVERNANCE

The City operates under a Council-Manager form of government, which vests authority in an elected City Council. The City Council is the City's legislative and policy-making body and appoints the City Manager who is responsible for the overall administration of the City. In addition to the appointment of the City Manager, the City Council also appoints the City Attorney; City Treasurer; and members of the Architectural Review Committee, Arts Commission, Board of Appeals, Community Recognition Commission, Investment Advisory Committee, Parks and Recreation Commission, and Planning Commission.

The City-wide organizational chart displays the relationships between organizational units of the City government. Day-to-day operations are handled by the City departments, and departments are run by department directors who report to the City Manager. This organizational structure ensures the City Manager can keep the City Council apprised of operational issues of importance and of City-wide concern.

HISTORY OF ROCKLIN

Founded on Granite

While Rocklin has a long history, much of the growth has been within the last 30 years. Rocklin was first recognized as a destination along the transcontinental railroad in 1864, about the same time granite mining began. The City incorporated in 1893 during the heyday of railroad and granite mining activity. By 1910, 22 quarries operated in Rocklin and, in 1912 nearly 2,000 train carloads of granite were sent out of town to become part of the state capitol building and buildings in San Francisco.

First Developed Land

North of Rocklin's core was Spring Valley Ranch, founded in 1855 by the Whitney family, which included sheep and a wide variety of agricultural products. Over the years, 25 miles of crushed stone roads, 12 granite bridges, stables, barns, and housing for 200 ranch hands and their families were all constructed on this sprawling 30,000 acres, now considered the first developed property in Rocklin.

The ranch was eventually subdivided and sold off to various development interests as the expansion of suburban communities from Sacramento to the northeast led to the growth of the housing market in Rocklin during the late 1950s and early 1960s. This resulted in the development of the Sunset Whitney neighborhood, centered around a beautiful golf course.

Modern Business Expansion

Beginning in the 1980s, Rocklin realized the benefits of a lower cost of living and land that drew high technology firms and other industries to the region. This resulted in an expansion of commercial and residential development, including Stanford Ranch, the 3,000-acre master planned community that had also been part of Spring Valley Ranch. A steady period of growth continued in Rocklin with additional master plan areas including Whitney Oaks (1,000 acres) and Whitney Ranch (1,300 acres).

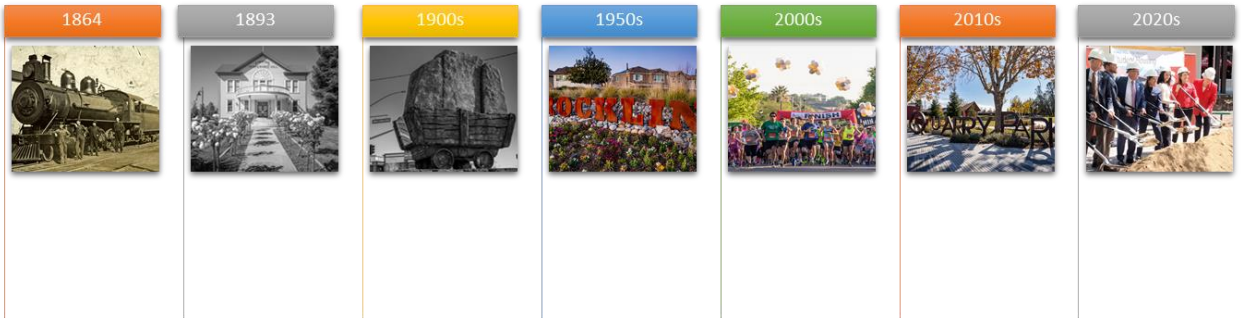


Looking Forward

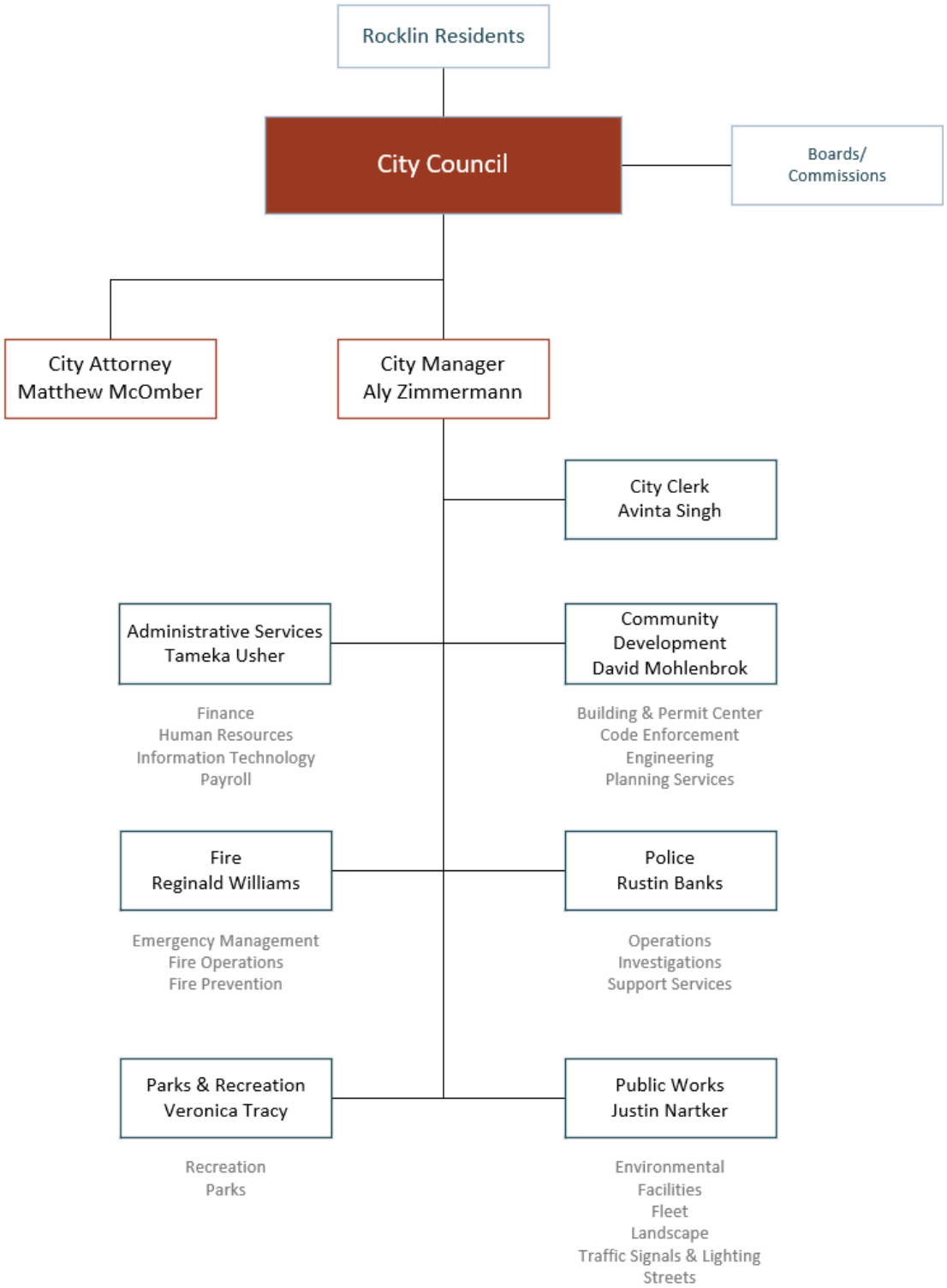
As Rocklin has evolved, the City has saved many of the original granite bridges used to cross creeks on the Spring Valley Ranch and has designed parks to include these bridges.

Rocklin is now nearing the end of its growth phase. With few remaining large, undeveloped parcels and no opportunities for annexation, City leaders are shifting their focus from one of growth to long-term sustainability. Rocklin must ensure that the City's high quality of life can be sustained in the years to come. This shift in focus requires new thinking and new ways of doing things, but also provides for new opportunities.

Part of the City's long-term model for sustainability is to look back on where it all began: The City's core. Downtown and Historic Rocklin are ripe with opportunities for redevelopment. Quarries still dot the landscape, providing a unique asset for new community park and recreational uses.



Organizational Chart



Reader's Guide to the Budget

The City of Rocklin's annual operating budget serves many purposes:

- To establish financial guidelines to meet the City Council's priorities and policies;
- To allocate or reallocate resources to reflect the City Council's priorities and policies;
- A communication tool for residents to understand City services and programs, and their cost; and
- A planning tool for City staff in programming and making spending decisions.

The City's fiscal year is July 1 through June 30. The City Council annually adopts the budget for the ensuing fiscal year prior to July 1.

The budget document is divided into eight sections:

BUDGET MESSAGE

This section includes the City Manager's budget message.

INTRODUCTION

The introductory section of the budget provides general information about the City, City-wide organizational chart, City's history, and reader's guide.

BUDGET OVERVIEW

This section provides an overview of the budget summarizing the budget, financial and economic trends, five-year forecast, basis of budgeting, budget process, and City Council Two-Year Strategic Plan.

BUDGET SCHEDULES

The budget schedules section includes information such as appropriations, sources and uses, changes in fund balance, summary of capital improvement plans, and general fund reserves.

DEPARTMENTS

This section provides major categories of expenditures in the following services: general government, community development, fire, police, parks and recreation, and public works. Each section includes a department-specific overview of services, an organizational chart, past accomplishments, upcoming year's goals and objectives, significant changes from the prior budget, and budget and staffing charts.

DEBT SERVICE

This section provides an overview of the City's debt service.

DEFINITIONS

This section includes information intended to assist readers in understanding the budget and terminology used.

APPENDICES

This section includes salary schedules, fund analysis, and draft budget resolution.

BUDGET OVERVIEW

Budget Overview

The fiscal year (FY) 2024/25 Operating and Capital Improvement Plan budgets total $115 million across all funds, supporting 272.5 full-time equivalent (FTE) positions and resources necessary for providing essential public services. These services include police, fire, planning and community development, construction and maintenance of streets, storm drains and public infrastructure, parks and recreation, and general government services. The budget is balanced and is developed with focus on the City's long-term needs and fiscal sustainability, consistent with City Council direction.

Anticipated General Fund resources total $67 million, comprising a General Fund revenue estimate of $66.8 million (a 1.7% increase from the FY 2023/24 adopted budget) and $250,000 from the General Fund balance. The funding from the General Fund balance will be used to offset the Sunset Whitney Recreation Area Improvements project. The increase in the General Fund revenue is primarily due to rising assessed values for existing properties. Higher interest rates are anticipated to continue to result in fewer transactions for single-family residential homes. Homeowners with lower interest rates have shown little inclination to sell, opting to retain their properties rather than search for new ones with higher prices and higher mortgage rates. Conversely, sales taxes are expected to decline by 5.4% from the FY 2023/24 adopted budget, reflecting an anticipated reduction in consumer spending across various sectors, including restaurants, hotels, groceries, and general consumer goods, throughout FY 2024/25. Similarly, transient occupancy tax (TOT) revenue is forecasted to decline by 24.2% from the FY 2023/24 budget based on current trends within the City. However, the net increase from other revenue sources is projected at 2.1% from FY 2023/24.

The projected General Fund obligations total $66.9 million, comprising $65.9 million for operating expenses (a 0.7% increase from the FY 2023/24 adopted budget), $484,500 for capital outlay, and a $506,000 contribution towards the operating reserve, as required by the City's Key Management Practices. Excluding aberrations, operating expenses increased by 3.3%. The increase in operating expenses is primarily attributed to a 3.8% rise in labor costs, a 1.5% increase in supplies and services, and a 2.4% increase in transfers out compared to the FY 2023/24 adopted budget. Labor costs are increasing primarily due to increases in contracted cost of living adjustments, pension costs, and worker's compensation costs. Meanwhile, the principal cost driver in supplies and services are general liability insurance premiums, utilities, and maintenance contracts.

The FY 2024/25 insurance premium and workers' compensation budgets are $4.4 million across all funds (an increase of $721,800 from the prior fiscal year). The City is a member of the Northern California Cities Self Insurance Fund (NCCSIF), a Joint Powers Authority, established to protect member resources by stabilizing risk costs in a reliable, economical, and beneficial manner. NCCSIF provides coverage and services in risk management and claims management, utilizing historical loss data from its members when budgeting for claims costs and expenses for the upcoming fiscal year.

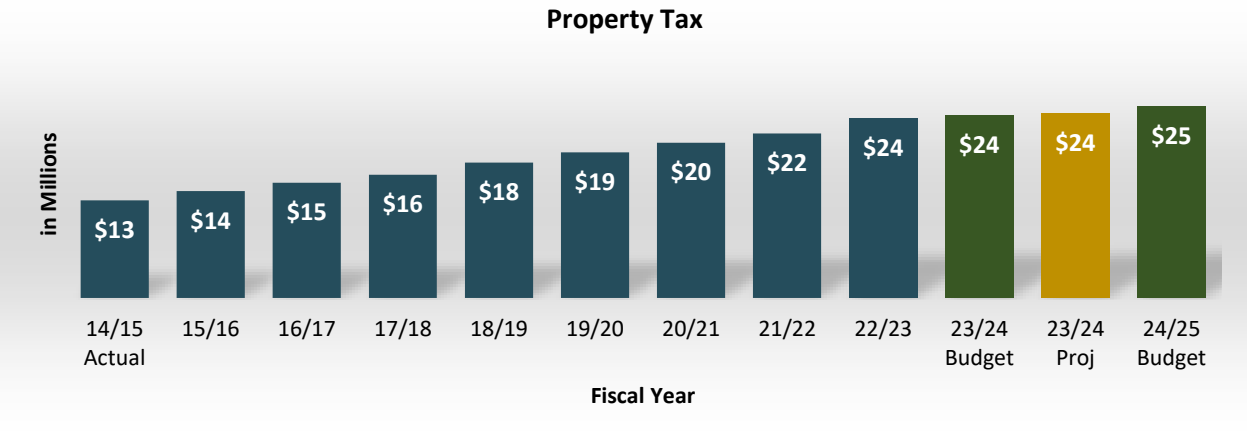
The FY 2024/25 budget reflects two new FTE positions. These positions are to support the City's landscape and park maintenance services, predominantly funded by the Community Facilities District No. 5, Gas Tax, and Landscape and Lighting Maintenance District No. 2.

GENERAL FUND REVENUES

Major sources of the City's General Fund revenue come from property tax and sales and use tax. Estimates were developed in coordination with the City's tax revenue consultant based on economic indicators, information from other agencies, and historical data.

Property Tax

The FY 2024/25 property tax budget is $25 million, a 5% increase from the FY 2023/24 budget. Property taxes are the largest component of General Fund revenues, accounting for 38% of the total General Fund revenue. Property tax has risen by $10.7 million between FY 2014/15 and FY 2022/23, attributed to a combination of rising home values and new home construction. Between 2022 to 2023, the volume of home sales decreased, primarily due to the Federal Reserve repeatedly raising interest rates. While this trend is anticipated to continue through FY 2024/25, there remains insufficient supply in the market that could lead to acute price declines.



Under California law, property taxes are assessed and collected by the counties, typically up to 1% of the assessed value, with additional increases approved by the voters. These property taxes are pooled and subsequently allocated to cities based on statutory formula. Approximately 12.7% of ad valorem property taxes levied in Rocklin are allocated to the City.

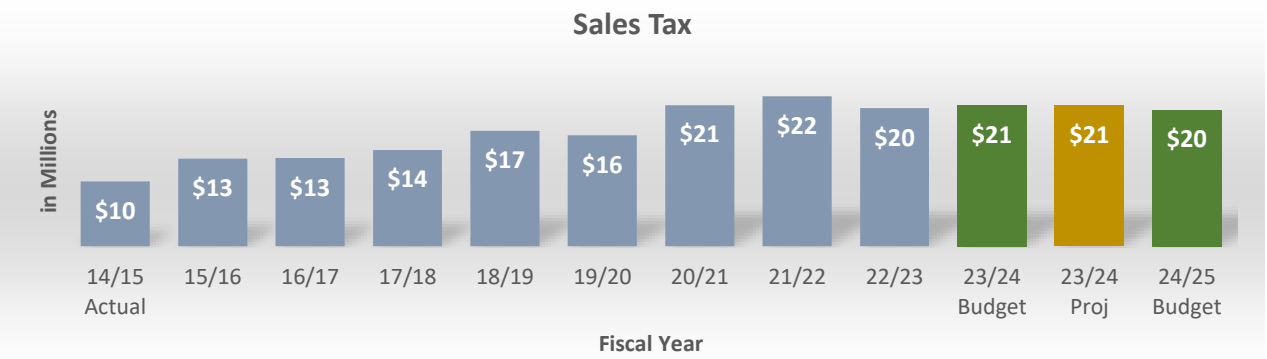


Sales Tax

The FY 2024/25 sales tax budget totals $20 million, a 3.4% decrease from the FY 2023/24 revised budget. Sales taxes are the second largest source of General Fund revenues, comprising 30% of all General Fund revenues. Between FY 2014/15 and FY 2022/23, sales revenue increased by more than $10.8 million, driven by sales growth in many Rocklin businesses as well as higher online purchases.

In FY 2023/24, sales tax revenue only modestly increased due to a slowdown in spending on taxable merchandise. Looking ahead, this trend is anticipated to continue as consumers are making more cost-conscious decisions, resulting in anticipated reduction in consumer spending across various sectors, including restaurants, hotels, groceries, and general consumer goods. They are prioritizing household items and non-taxable goods over more expensive purchases. This trend is compounded by increased consumer debt and a decline in personal savings. A negative trend is anticipated as the market normalizes going into FY 2024/25, with a modest increase anticipated in the latter part of the fiscal year.

Sales tax is volatile and can change quickly; therefore, staff will constantly monitor sales tax revenues for signs of above or below budget performance.



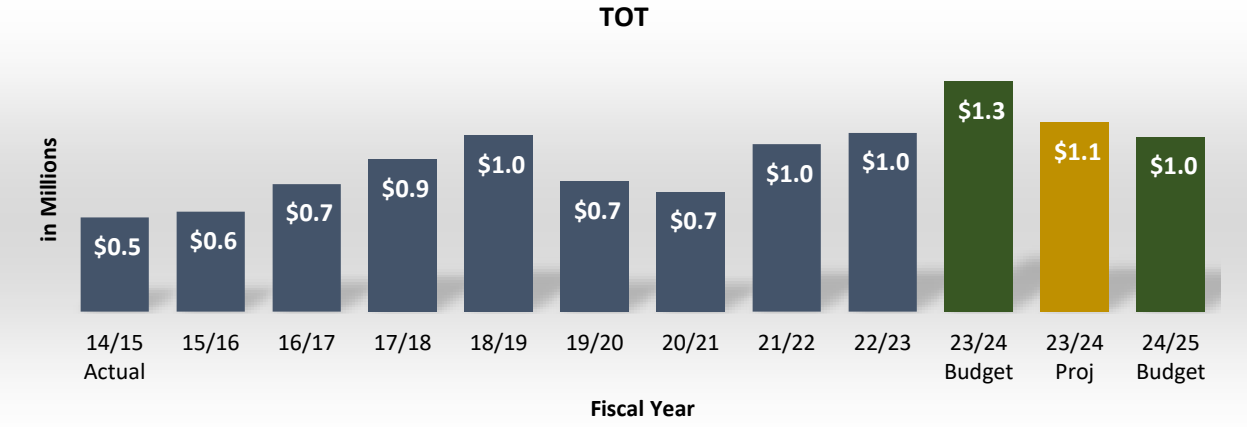
Sales tax is imposed on retailers who sell tangible personal property in California. A use tax is imposed on purchasers whenever sales tax does not apply, such as for goods purchased out of state for use in California. The current sales tax rate in Placer County – City of Rocklin – is 7.25%. The 7.25% is distributed to various agencies with 1% going to the City of Rocklin.

In comparison, in 2023, the City ranked 174th for sales tax per capita, with $287, among all California local agencies. Surrounding cities ranked as follows:

Agency	Rank	Tax per Capita
Auburn	22	729
Citrus Heights	330	164
Davis	400	130
Folsom	139	316
Lincoln	433	109
Loomis	338	161
Rancho Cordova	143	313
Rocklin	174	287
Roseville	67	454

Transient Occupancy Tax

The transient occupancy tax (TOT) budget for FY 2024/25 is $1 million, representing a 24.2% reduction from the FY 2023/24 budget. The forecast is attributed to an expected continuation of decline in rental activities within the City. TOT is levied on the rent charged to transient guests in various accommodations such as hotels, campgrounds, inns, tourist homes or houses, motels, studio hotels, and any facilities intended for transient occupancy for dwelling, lodging or sleeping purposes. The City's current TOT rate is set at 10% on rents. TOT collected from short-term rentals makes up approximately 2% of total TOT revenues.



Charges for Services

The FY 2024/25 budget for fees and charges totals $2.9 million, accounting for 4.3% of the total General Fund revenues. Local government has the authority to implement fees to fund City facilities, infrastructure, and services. Through the enactment of Rocklin Municipal Code Chapter 3.32, the City maintains a service fee cost comparison system. This system aims to recover some or all of the costs reasonably borne in providing services of a voluntary and limited nature through fees. The objective is to ensure that general taxes are not diverted from broad-based general services to subsidize such limited-benefit services.

Annually, the City conducts reviews and updates service fees, rental fees, regulatory fees, and penalties/fines to reflect changes in reasonably borne costs. To implement fee updates for calendar year 2025, the Finance Division in the Administrative Services Department will present the annual Schedule of Fees to the City Council for adoption by resolution in Fall 2024. The new and revised fee amounts adopted will take effect on January 1, 2025.

Licenses and Permits

The licenses and permits budget for FY 2024/25 is $4.3 million, representing 6.4% of the total General Fund revenues. These revenues derive from issuing licenses and permits for a range of activities, including certificate of occupancy, conducting specific activities, constructing buildings, obtaining zoning permissions, and engaging in other regulated activities that necessitate review and authorization by the City.

Key Management Practices

By the end of FY 2024/25, the General Fund operating reserve will be approximately $16.2 million. Additionally, the emergency reserve and self-insured losses reserve will be $1 million and $2 million, respectively. The ratio between personnel expenditures and operations/maintenance for all funds is 55:45, aligning with the "75:25" operating expenditure rule. Finally, projected ending fund balances for all funds is estimated to be approximately $114 million, with approximately $18.5 million for the General Fund.

General Fund Five-Year Forecast

The five-year forecast is a financial tool to help evaluate current and future fiscal conditions to guide policy and programmatic decisions, including identifying future revenue and expenditure trends that may have immediate or long-term influence on City policies, strategic goals, and delivering City services.

In an effort to develop a budget with focus on both short- and long-term context, staff developed the following General Fund five-year forecast as part of the annual budget process:

General Fund 5-Year Forecast	FY2024/25 Proposed	FY2025/26 Projection	FY2026/27 Projection	FY2027/28 Projection	FY2028/29 Projection
Sources					
Revenue	66,772,600	67,799,100	69,459,900	71,460,600	73,134,400
Other Sources	250,000	-	-	-	-
Total Sources	**67,022,600**	**67,799,100**	**69,459,900**	**71,460,600**	**73,134,400**
Uses					
Operation Expenditures	65,924,230	67,177,450	68,999,150	70,836,600	72,773,850
Capital Improvements	484,500	349,450	585,950	644,900	364,650
Contribution to Operating Reserve	**506,000**	**451,500**	**430,900**	**456,500**	**481,400**
Total Uses	66,914,730	67,978,400	70,016,000	71,938,000	73,619,900
Net Resources / (Deficit)	**$ 107,870**	**$ (179,300)**	**$ (556,100)**	**$ (477,400)**	**$ (485,500)**

The five-year revenue forecast is based on the FY 2024/25 budget, which was developed in coordination with the City's tax revenue consultant based on national, state, regional, and local economic data; information received from City Departments; historical data; and data from other agencies. Expenditures in the forecast incorporate the City's Key Management Practices in maintaining an operating reserve equal to 25% of the budgeted expenditures in the General Fund (less any capital equipment, fleet purchases, projects, and transfers out).

FY 2024/25 is balanced; however, the growth in expenditures is anticipated to outpace revenues beginning in FY 2025/26. Ongoing challenges include increasing labor costs, utility rate increases impacting the City, and liabilities that continue to compete with the priorities and needs of our community. Insurance premiums and workers' compensation costs continue to increase and are expected to rise by $2.7 million over the forecast period. Additionally, as the City reaches built-out state, building permit revenue is expected to level out, impacting the amount received as fewer building permits are expected to be issued. Moreover, uncertainty regarding when consumer spending will rebound adds more pressure to the budget. Therefore, as we face these challenges, it is important to maintain a sufficient

level of fund balance, strategically use one-time resources to mitigate future challenges, and proactively seek opportunities to diversify City funding sources.

Operating Budget Award

The City's FY 2023/24 Adopted Operating Budget document received the Operating Excellence Award from the California Society of Municipal Officers. The award process includes peer reviews of cities' operating budgets. Peer review methods are employed to maintain standards, improve performance, and provide credibility.



California Society of Municipal Finance Officers

Certificate of Award

Operating Excellence
Fiscal Year 2023-2024

Presented to the

City of Rocklin

For meeting the criteria established to achieve a CSMFO Award in Budgeting.

January 29, 2024

Rich Lee
2023 CSMFO President

James Russell-Field, Chair
Recognition Committee

Dedicated to Excellence in Municipal Financial Reporting

Basis of Budgeting

City accounts are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate.

Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, while expenses are recognized in the period in which the liability is incurred.

Descriptions of the funds included in the budget are found in the Definitions section.

The City's budget process and financial procedures are in accordance with all applicable standards of the Government Accounting Standards Board, Generally Accepted Accounting Principles, and the City's internal financial policies and Key Management Practices.

Key Management Practices

The City's budget is developed following the City's Key Management Practices as detailed herein:

Capital Improvement Plan

The City will develop and implement a five-year capital improvement plan requiring the City to anticipate long-term needs, which will determine the capital improvement priorities, provide for current fiscal year projects, and provide for forecasting and anticipation of future fiscal year expenditures.

Capital Assets

Capital assets, including property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are defined by the City as assets with an initial individual cost equal to or greater than $10,000 ($5,000 if grant funded) or $100,000 for infrastructure, with an estimated life in excess of one year.

Fleet Equipment

The City's budget will provide for the adequate maintenance and repair of fleet equipment and for orderly replacement.

Risk Management

The City operates a risk management and loss prevention program to minimize losses.

One-Time Revenue

An organization that depends on one-time revenue or on a source of revenue that will soon disappear, can, in essence, create deficits for itself. As such, the City will utilize the General Fund for one-time or temporary funds to obtain capital assets, fund capital projects, replenish the General Fund Operating Reserve, and/or make other nonrecurring purchases. Otherwise, strategic planning to earmark replacement revenue must be identified at the onset.

Debt Policy

Sound budget management requires the City to determine the availability of revenue to support future capital improvements. In addition to the policies and procedures for land-secured financing as enacted by Resolution No. 2005-112 and Debt Management Policy Resolution No. 2018-291, the City utilizes "Capital Needs Financing", as noted below, and conducts ongoing analysis of refunding opportunities.

Capital Needs Financing

The City will, where possible, and in accordance with the adopted Capital Improvement Plan, employ pay-as-you-go financing to save interest expenditures, preserve debt capacity for future borrowing, and not encumber future budgets with mandatory debt service expenditures. Exceptions to this practice will be for capital expenditures, which are determined to be time sensitive for purposes of public health, safety, welfare, or for economic gain.

Capital Expenditures

All capital projects planned and budgeted for in any given fiscal year will have funding identified and proven to be available. This means that all projects are subject to funding already received in prior fiscal years. Funds that are earmarked for receipt in the current fiscal year will not be utilized for current year expenditures.

Indirect Cost Allocation

An Indirect Cost Allocation (ICA) calculation is done during the budget process to allocate General Fund support service costs to other funds. City Council, City Clerk, City Attorney, City Manager, Finance, Human Resources, Information Technology, and Building Maintenance including the Building Repair Allocation are the support divisions and the remaining divisions are service divisions. Expenditures charged to the support divisions of the General Fund are the City's indirect costs pool. Allocation of indirect costs to the service divisions is conducted on a prorated basis based on total expenditures. The City will exclude Capital Project Funds from the ICA calculations for the budget year. Capital Projects Funds consist of nonrecurring purchases; therefore, exclusion from the ICA calculation will prevent reliance on one-time funds to balance the General Fund budget. For the year-end actuals, the ICA calculations will include Capital Projects Funds.

Operating Funds – Operating Expenditures

All non-General Fund operating funds will maintain sufficient cash balances to cover a minimum of seven months of operating expenditures planned and budgeted at the end of each fiscal year. This means that operations within these funds are subject to funding already received. This policy will ensure the City maintains sufficient cash on hand to cover its normal operations and enable it to identify and avoid potential cash flow issues.

De-Obligation

In the event an unplanned capital project is identified as a higher priority than a budget initially appropriated, the funded project list may be altered to take the new project into account. In this event, all projects will be reviewed, and a new priority list established. Any projects that are removed from the current funded project list will have the attached funding source de-obligated and that funding source will be attached to the new projects and/or returned to the reserve.

General Fund Operating Reserve

The City will maintain an operating reserve in the General Fund equivalent to, at a minimum, 25% of the planned budgeted operating expenditures. These reserved dollars will be used to support unforeseen emergencies, operating insufficiencies, and short-term internal loans. Management will exercise every mechanism available (e.g., budget cuts, hiring freezes, etc.) to avoid use of the reserve. To the extent the reserve level falls below 25%, a plan will be developed and executed to replenish the reserve at the targeted funding level within three years.

Building Reserve

The City will maintain a building reserve to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing City facilities to address workforce needs of City services.

Disaster Contingency Reserve

The City will maintain an emergency reserve equal to $1 million as set by Resolution No. 2012-136. These reserve dollars will be used in the event of a "declared emergency" providing financial support for recovery efforts as directed by the City Council.

Self-Insured Losses Reserve

The City will maintain a self-insured loss reserve equal to $2 million. These reserve dollars will be used for losses not covered under existing insurance programs.

Retirees' Health Fund

The City will maintain a Retirees' Health Fund, which will be used to fund the Retirees' Health Trust to offset retirees' health accrued liability.

Fleet Capital Reserve

The City will maintain Fleet Capital Reserves in the Fleet Fund for the purchase of new and replacement vehicles and other capital assets. Reserve amounts will be expensed to each operating fund on the division where vehicles are assigned. These amounts will be calculated utilizing the annual asset depreciation expense, and allocated through a modified Fleet Allocation process. In the case where funds reserved in the Fleet Fund for a particular asset to be replaced, or an additional new asset to be purchased, are insufficient to cover the entire cost of the asset, additional amounts will be expensed to the appropriate operating division in that year.

General Fund – Use of Surplus

In the event the General Fund realizes a surplus, after calculating the General Fund Operating Reserve target, remaining General Fund surplus (net amount by which the unreserved unassigned fund balance is increased in that fiscal year), in an amount not to exceed 5% of the current fiscal year's revenue budget will be assigned to: (i) fund long-term accrued liabilities, including but not limited to debt service, pension liability, and retiree's health benefits (e.g. other post-employment benefits liability, Section 115 Trust); (ii) provide funding for the Economic Reserve Fund; (iii) increase the contributions needed to fund the Fleet Capital Reserve; (iv) provide funding for the Building Reserve Fund; and (v) surplus funds in excess of the minimum reserve targets and requirements in this section can be used for other specific purposes consistent with the General Fund – use of surplus. After assigning the General Fund surplus as outlined above, the remaining General Fund surplus may be used in the following ways provided that such action is approved by the City Council: (i) increase the contributions needed to fund one-time expenditures; or

(ii) start-up expenditures for new programs or construction and considered in the context of multi-year projections of revenue and expenditures. Any remaining General Fund surplus shall be added to its unassigned fund balance.

Reserve Targets

Reserve	Minimum Target	Maximum Target
General Fund Operating Reserve	25% of planned operating expenditures	Undefined
Building Reserve	Undefined	Undefined
Economic Reserve	Undefined	Undefined
Fleet Capital Reserve	Value of fleet replacement needs for next five years	Total purchase value of fleet assets
Pension Liability	80% funded status based on the most recent valuation report	100% funded status based on the most recent valuation report
Retiree's Health Fund	80% funded status based on the most recent valuation report	100% funded status based on the most recent valuation report

Monitoring Performance

The City will review the current and five-year projected reserve to ensure that they are appropriate, given the economic and financial risk factors the City is subject to on an annual basis during the City's budget process.

"75:25" Operating Expenditure Rule

To support fiscal stability, the City will work to maintain personnel to operations/maintenance expenditure ratio no greater than 75:25. Pension and health care costs can be extremely volatile, and can lead to significant year-over-year expenditure increases. Maintaining a healthy balance between personnel and operations/maintenance expenditures allows for greater control over total expenditures and allows the City to more easily respond to unforeseen costs. The City will analyze its personnel to operations/maintenance expenditure ratio during the budget process each year and make prudent adjustments to bring the ratio back to appropriate levels within three years.

Budget Process

The City prepares and submits an annual operating budget and a five-year capital improvement plan budget to the City Council for review and approval. The annual budget process is driven by the City's Strategic Plan.



The annual budget preparation begins by creating a budget calendar, in which due dates are established in order to meet the budget adoption date. Pursuant to Rocklin Municipal Code Chapter 3.28, the City Council must adopt the final budget by June 30th of each year.

To establish the annual budget, departments estimate revenue anticipated for the succeeding year, along with operating expenses to support the City Council priorities, objectives of each program, and proposed program expansions and augmentations. These estimates are continuously reevaluated and revised before the budget is transmitted to the City Manager.

The next step is for the City Manager and department staff to meet and review budget estimates. Revisions from these meetings are made and the budget estimates are reassessed. This step may repeat until the budget is balanced.

When the City Manager is satisfied with the proposed operating and capital budgets, they are transmitted to the City Council on or before May 15th of each year. The City Council reviews and may revise, the proposed budget in a public workshop. Any changes to the proposed budget, as considered and approved by the City Council during budget workshops, are included in the final budget. The budget is then formally adopted by the City Council on or before June 30th of each year.

Two-Year Strategic Plan

On March 22, 2023, the City Council held a City Council retreat to develop the City's Strategic Plan for the next two years. At the conclusion of the retreat, the City Council agreed to the following "five pillars" and developed directional statements for each area:



RESILIENT

Rocklin is resilient and seeks ways to assist the community, businesses and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.

VIBRANT

Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business-friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.

LIVABLE

Rocklin is responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness, and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.

SUSTAINABLE

Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the City's quality of life.

SAFE

Rocklin residents feel comfortable walking and biking throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health and well-being of its community. Rocklin invests in public safety by providing resources and technology to consistently reduce crime and ensure the City remains safe. The City partners with nonprofits, social service agencies, and the community to address the root causes of crime and social instability.

BUDGET SCHEDULES

Schedule 1A

Appropriations by Departments

DEPARTMENT	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
City Council	89,291	67,045	99,400	99,400	120,500	21,100
City Manager	1,339,754	4,065,284	4,650,700	6,398,413	6,897,300	498,887
City Attorney	878,160	1,817,278	1,142,400	1,429,617	1,157,800	(271,817)
City Clerk	324,053	352,598	329,000	329,000	405,550	76,550
Administrative Services	9,536,920	11,595,532	15,426,700	15,652,801	15,340,330	(312,471)
Community Development	5,014,086	5,396,330	18,329,000	20,890,851	13,991,100	(6,899,751)
Fire	14,455,733	14,330,419	15,865,050	17,759,449	15,573,400	(2,186,049)
Information Technology	2,758,897	3,216,959	-	-	-	-
Parks and Recreation	7,848,339	8,866,698	10,326,500	14,327,793	9,630,300	(4,697,493)
Police	20,195,244	28,152,067	24,368,450	25,828,182	24,591,100	(1,237,082)
Public Services	21,292,522	24,659,566	22,450,900	25,594,013	21,545,500	(4,048,513)
Non-Departmental	3,065,368	30,625,530	5,728,800	7,133,350	6,053,700	(1,079,650)
TOTAL	**$ 86,798,367**	**$133,145,306**	**$118,716,900**	**$135,442,869**	**$115,306,580**	**$ (20,136,289)**

Schedule 1B

Appropriations by Category and Department

DEPARTMENT	Revenues	Staffing	Contracted Services	Operating Expenses	Other Uses/ Debt Service/ Depreciation	Capital Outlay	Total Obligations	Net Operating
City Council	-	50,300	10,400	59,800	-	-	120,500	(120,500)
City Manager	263,250	1,273,600	5,292,750	164,450	166,500	-	6,897,300	(6,634,050)
City Attorney	28,100	734,300	376,400	19,000	28,100	-	1,157,800	(1,129,700)
City Clerk	-	301,700	16,000	87,850	-	-	405,550	(405,550)
Administrative Services	19,867,900	9,464,100	1,427,500	3,333,730	1,115,000	-	15,340,330	4,527,570
Community Development	8,870,000	4,692,700	2,449,400	455,300	403,700	5,990,000	13,991,100	(5,121,100)
Fire	5,438,200	11,343,300	282,200	1,482,900	2,400,500	64,500	15,573,400	(10,135,200)
Parks and Recreation	4,184,300	3,385,700	1,885,500	3,207,200	731,900	420,000	9,630,300	(5,446,000)
Police	1,787,000	20,816,700	907,200	2,553,600	313,600	-	24,591,100	(22,804,100)
Public Works	4,014,900	5,886,100	4,102,700	6,740,900	1,378,300	3,437,500	21,545,500	(17,530,600)
Non-Departmental	66,646,800	40,000	-	3,245,700	2,768,000	-	6,053,700	60,593,100
TOTAL	**$111,100,450**	**$ 57,988,500**	**$ 16,750,050**	**$ 21,350,430**	**$ 9,305,600**	**$ 9,912,000**	**$115,306,580**	**$ (4,206,130)**

Schedule 2

Sources, Uses, and Changes in Fund Balance

	Sources	Uses					Fund Balance	
FUNDS	Revenues	Operations	CIP	Total Obligations	Contribution / Use of Reserve	Surplus/ (Deficit)	Beginning Balance	Ending Balance
General Funds								
General Fund (100)	66,772,600	65,924,230	484,500	66,408,730	(256,000)	107,870	18,426,100	18,533,970
General Fund Reserve[1]		-	-	-	256,000	256,000	20,849,150	21,105,150
Boroski Landfill Monitoring (727)	28,100	28,100	-	28,100	-	-	-	-
Building Reserve (180)	-	-	-	-	-	-	1,387,000	1,387,000
Economic Development (122)	-	102,500	-	102,500	-	(102,500)	692,200	589,700
Park Infrastructure Reserve (170)	240,000	-	-	-	-	240,000	424,100	664,100
Quarry Park Adventures Reserve (115)	-	240,000	-	240,000	-	(240,000)	240,000	-
Quarry Park Amphitheater Events (111)	85,000	140,900	-	140,900	-	(55,900)	(21,600)	(77,500)
Retirees Health (151)	1,981,000	1,944,000	-	1,944,000	-	37,000	1,651,900	1,688,900
Technology Fee (130)	510,800	596,200	-	596,200	-	(85,400)	760,800	675,400
American Rescue Plan Act (166)	-	-	-	-	-	-	2,115,900	2,115,900
Subtotal General Funds	**69,617,500**	**68,975,930**	**484,500**	**69,460,430**	**-**	**157,070**	**46,525,550**	**46,682,620**
Capital Projects Funds								
Capital Construction Fees (304)	623,000	557,400	-	557,400	-	65,600	3,341,700	3,407,300
Reserve for LRBS Debt Service	-	-	-	-	-	-	1,059,300	1,059,300
Community Park Fees (301)	466,900	-	-	-	-	466,900	212,300	679,200
Community Recreation Center Facility Impact Fees (328)	36,900	-	-	-	-	36,900	67,500	104,400
North West Rocklin Community Park Fees (307)	71,100	-	-	-	-	71,100	233,000	304,100
Oak Tree Mitigation Fees (305)	40,000	159,900	-	159,900	-	(119,900)	436,800	316,900
Public Facilities Impact Fees (308)	80,100	-	-	-	-	80,100	1,235,500	1,315,600
Traffic Circulation Impact Fee (302)	2,238,500	573,400	200,000	773,400	-	1,465,100	15,701,900	17,167,000
Traffic Circulation Impact Fee Loans	-	-	-	-	-	-	759,800	759,800
Trails Impact Fees (321)	26,200	-	-	-	-	26,200	26,100	52,300
Whitney Ranch Interchange Fees (325)	90,900	47,300	700,000	747,300	-	(656,400)	1,442,900	786,500
Whitney Ranch Trunk Sewer Project (306)	28,900	28,900	-	28,900	-	-	-	-
Subtotal Project Funds	**3,702,500**	**1,366,900**	**900,000**	**2,266,900**	**-**	**1,435,600**	**24,516,800**	**25,952,400**
Debt Service Fund								
Capital Construction - Debt Service (400)	532,400	532,400	-	532,400	-	-	-	-
Subtotal Debt Service Fund	**532,400**	**532,400**	**-**	**532,400**	**-**	**-**	**-**	**-**
Internal Service Funds								
Risk Management (525)	5,028,400	4,975,100	-	4,975,100	-	53,300	1,246,400	1,299,700
Self Insured Losses	-	-	-	-	-	-	3,078,500	3,078,500
Disaster Contingency	-	-	-	-	-	-	1,000,000	1,000,000
Vehicle Fleet Management (500)	3,640,500	3,705,400	-	3,705,400	-	(64,900)	5,829,600	5,764,700
Vehicle Fleet Net Capitalized Assets	-	-	-	-	-	-	6,063,600	6,063,600
Subtotal Internal Service Funds	**8,668,900**	**8,680,500**	**-**	**8,680,500**	**-**	**(11,600)**	**17,218,100**	**17,206,500**
Permanent Funds								
Cons. Easement Endowment (729)	14,100	14,100	-	14,100	-	-	453,500	453,500
Wetlands Maintenance Parcel 34 (728)	-	2,700	-	2,700	-	(2,700)	53,800	51,100
Subtotal Permanent Funds	**14,100**	**16,800**	**-**	**16,800**	**-**	**(2,700)**	**507,300**	**504,600**
Special Revenue Funds								
Asset Forfeiture - Federal (243)	600	-	-	-	-	600	18,400	19,000
Asset Forfeiture - State (242)	17,500	65,000	-	65,000	-	(47,500)	443,400	395,900
CASp Certification & Training (248)	-	10,000	-	10,000	-	(10,000)	83,300	73,300
CDBG - First Time Home Buyers (254)	-	-	-	-	-	-	103,200	103,200
CDBG - First Time Home Buyers Loans	-	-	-	-	-	-	21,000	21,000
CDBG - HUD Entitlement (257)	302,750	102,750	200,000	302,750	-	-	-	-
CDBG 2000 - Oak Court (253)	-	-	-	-	-	-	265,600	265,600
CDBG 2000 - Oak Court Loans	-	-	-	-	-	-	110,000	110,000
CDBG Housing Rehabilitation (251)	-	-	-	-	-	-	155,700	155,700
CDBG Housing Rehabilitation Loans	-	-	-	-	-	-	188,000	188,000
CFD No. 6 Open Space Maintenance (233)	389,000	380,800	-	380,800	-	8,200	299,300	307,500
Community Facilities District No. 1 (231)	2,410,200	2,410,200	-	2,410,200	-	-	-	-
Community Facilities District No. 5 (232)	7,521,300	6,894,600	-	6,894,600	-	626,700	5,825,200	6,451,900
Costco Settlement (209)	-	-	-	-	-	-	3,755,200	3,755,200
Gas Tax (201)	2,015,100	1,771,800	-	1,771,800	-	243,300	1,588,800	1,832,100
Grants/Other Reimbursables (275)	251,200	251,200	-	251,200	-	-	-	-
Landscaping & Lighting Maint. District No. 2 (235)	2,789,900	3,181,800	-	3,181,800	-	(391,900)	1,400,100	1,008,200
Lighting Maintenance District No. 1 (230)	251,800	251,800	-	251,800	-	-	-	-
Low & Moderate Income Housing Asset (270)	270,300	5,147,500	-	5,147,500	-	(4,877,200)	6,666,000	1,788,800
Low- & Moderate Income Loans	-	-	-	-	-	-	3,939,400	3,939,400
Opioid Settlement (247)	-	-	-	-	-	-	1,300	1,300

Schedule 2 (continued)

Sources, Uses, and Changes in Fund Balance

	Sources	Uses					Fund Balance	
	Revenues	Operations	CIP	Total Obligations	Contribution / Use of Reserve	Surplus/ (Deficit)	Beginning Balance	Ending Balance
FUNDS (continued)								
Park Development Fees (300)	297,800	-	-	-	-	297,800	596,700	894,500
Park Tax Special Assessment (236)	659,000	659,000	-	659,000	-	-	-	-
Recreation Facilities Contribution (221)	100	-	-	-	-	100	2,300	2,400
Sales Tax SB 325 (210)	4,531,300	3,059,900	3,427,500	6,487,400	-	(1,956,100)	2,051,000	94,900
SB 1 - Road Maintenance & Rehabilitation (205)	1,759,200	-	1,350,000	1,350,000	-	409,200	1,879,100	2,288,300
SB 325 Transit Fund (211)	1,227,300	1,315,000	-	1,315,000	-	(87,700)	87,700	-
Streets Sr/Grants Fund (240)	3,550,000	-	3,550,000	3,550,000	-	-	-	-
Supp Law Enforcement Services AB 3229 (736)	190,000	190,000	-	190,000	-	-	-	-
Traffic Safety/Police Grants (244)	130,700	130,700	-	130,700	-	-	-	-
Subtotal Special Revenue Funds	**28,565,050**	**25,822,050**	**8,527,500**	**34,349,550**	**-**	**(5,784,500)**	**29,480,700**	**23,696,200**
TOTAL	**$111,100,450**	**$105,394,580**	**$ 9,912,000**	**$115,306,580**	**$ -**	**$ (4,206,130)**	**$118,248,450**	**$114,042,320**

Schedule 3

Revenues By Category for General Fund

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND						
Taxes						
Property Tax - Secured	$ 13,445,416	$ 14,574,138	$ 14,947,500	$ 14,947,500	$ 15,570,000	$ 622,500
Property Tax - RDA Residual Distribution	1,015,932	1,106,930	1,200,000	1,200,000	1,200,000	-
Property Tax - Unsecured	274,240	296,799	293,400	293,400	335,600	42,200
Property Tax - Prior Unsecured	2,931	5,777	1,700	1,700	1,700	-
Property Tax - Supplemental	572,997	742,379	435,400	435,400	550,000	114,600
Property Tax In Lieu MVLF	6,288,982	6,804,676	7,128,800	7,128,800	7,556,300	427,500
Subtotal Property Taxes	**21,600,498**	**23,530,699**	**24,006,800**	**24,006,800**	**25,213,600**	**1,206,800**
Sales Tax	21,366,903	19,607,292	20,487,500	20,067,500	19,405,300	(662,200)
Sales Tax - Public Safety	658,054	675,926	669,800	669,800	618,900	(50,900)
Subtotal Sales Taxes	**22,024,957**	**20,283,218**	**21,157,300**	**20,737,300**	**20,024,200**	**(713,100)**
Business License Tax	417,138	439,255	419,600	419,600	423,800	4,200
STR Transient Occupancy Tax	15,629	18,655	18,000	18,000	18,000	-
Transfer Tax	900,285	586,263	540,000	540,000	450,000	(90,000)
Transient Occupancy Tax	959,236	1,024,294	1,320,000	1,320,000	1,000,000	(320,000)
Utility Franchise Tax	2,443,215	2,615,012	2,465,100	2,465,100	2,802,900	337,800
Subtotal Other Taxes	**4,735,503**	**4,683,479**	**4,762,700**	**4,762,700**	**4,694,700**	**(68,000)**
Total Taxes	**48,360,958**	**48,497,396**	**49,926,800**	**49,506,800**	**49,932,500**	**425,700**
Licenses and Permits						
Animal License	74,046	58,904	65,000	65,000	60,000	(5,000)
Building Permit	4,085,542	2,969,765	3,515,300	3,515,300	3,881,900	366,600
Certificate of Occupancy	14,805	15,777	19,000	19,000	11,700	(7,300)
EIQ - CEQA	55,617	35,858	36,300	36,300	44,500	8,200
Encroachment Permit	113,204	70,791	100,000	100,000	90,000	(10,000)
Fire Operational Permits	44,233	89,603	45,000	45,000	45,000	-
Grazing Permit	1,232	618	1,000	1,000	800	(200)
Home Occupation Permit	26,011	31,008	22,900	22,900	29,700	6,800
Land Use Permits	132,794	123,994	101,400	101,400	131,500	30,100
Land Use Variances	-	-	1,000	1,000	-	(1,000)
Other Licenses & Permits	2,260	4,486	3,750	3,750	4,300	550
Oversize Load Permits	4,448	9,502	5,000	5,000	8,000	3,000
Plan Duplication Processing	3,028	383	1,900	1,900	400	(1,500)
Short Term Rental Permit	695	3,037	2,100	2,100	2,500	400
Subtotal Licenses and Permits	**4,557,915**	**3,413,726**	**3,919,650**	**3,919,650**	**4,310,300**	**390,650**
Fines, Forfeitures, & Penalties						
Business License Penalties	6,260	9,952	7,000	7,000	7,000	-
DUI Cost Recovery	1,412	525	-	-	1,000	1,000
Parking Citations	15,444	15,466	11,000	11,000	15,000	4,000
Statute Violation Fines	109,161	74,627	60,000	60,000	60,000	-
Vehicle Cite Corr-Sign Off	1,536	333	-	-	500	500
Other Fines/Forfeiture/Penalties	12,279	22,495	10,600	10,600	10,600	-
Subtotal Fines, Forfeitures, & Penalties	**146,092**	**123,398**	**88,600**	**88,600**	**94,100**	**5,500**
Charges for Services						
Admission Fees	-	6,066	6,000	6,000	8,000	2,000
Animal Return Fee	1,115	357	1,000	1,000	500	(500)
Annexation Fees	43,485	17,044	-	-	-	-
Annual Business Inspection	6,150	5,612	6,000	6,000	500	(5,500)
Brycer Inspection Compliance Fees	4,346	9,105	7,500	7,500	8,000	500
Business License Applic. Fee	15,468	15,976	14,400	14,400	15,000	600

Schedule 3 (continued)

Revenues By Category for General Fund

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (continued)						
Charges for Services						
Concurrent Application Fees	112,297	114,942	100,200	100,200	109,600	9,400
Contract Services	164,305	159,066	250,700	250,700	266,600	15,900
Copies	918	2,778	3,000	3,000	1,200	(1,800)
Engineering Inspection Fees	371,325	89,272	400,000	400,000	425,000	25,000
Engineering Map Check Fees	30,955	37,144	40,000	40,000	50,000	10,000
Engineering Plan Check Fees	288,823	215,251	280,000	280,000	375,000	95,000
False Alarm Fee	57,875	55,937	40,000	40,000	45,000	5,000
Fingerprinting Fees	349	10,272	10,000	10,000	10,000	-
Fire Fees	154,731	184,727	174,000	174,000	215,200	41,200
First Responder Fees	106,662	407,406	300,000	300,000	350,000	50,000
Flood Zone	-	-	1,200	1,200	1,500	300
Impound & Repo Fees	21,782	25,325	20,000	20,000	25,000	5,000
Improvement Plan Revision Fee	-	671	2,000	2,000	1,000	(1,000)
Massage Technician Permits	6,653	7,958	7,000	7,000	10,000	3,000
Miscellaneous Engineering Fees	3,273	-	5,600	5,600	3,000	(2,600)
Program Fees	152,508	228,508	165,450	165,450	235,100	69,650
Records Maintenance Fee	26,853	24,082	28,000	28,000	27,000	(1,000)
Reports	1,040	1,479	500	500	800	300
Sale of Advertising	7,000	14,500	11,000	11,000	27,500	16,500
SB 330 Fee	-	1,190	-	-	-	-
Sierra College Contract	663,102	552,362	615,000	615,000	615,000	-
State Bldg Stdrd Admin Fee	1,073	698	800	800	1,000	200
Tentative Subdivision Maps	39,845	68,053	58,100	58,100	14,800	(43,300)
Weed Abatement Fees	62,182	62,093	55,000	55,000	50,000	(5,000)
Subtotal Charges for Services	**2,344,115**	**2,317,874**	**2,602,450**	**2,602,450**	**2,891,300**	**288,850**
Intergovernmental						
County/Local Grants	37,000	-	-	-	-	-
Federal Grants	5,184	18,823	-	-	-	-
Post Reimbursements	10,749	29,870	26,000	26,000	20,000	(6,000)
RATTF Revenue	107,770	120,222	115,000	115,000	100,000	(15,000)
Reimbursement Revenue	941,778	489,351	287,400	287,400	198,300	(89,100)
Special Revenue	-	-	9,000	9,000	-	(9,000)
State Grants	105,355	4,152	-	-	-	-
State HOPTR	85,172	82,486	80,800	80,800	80,300	(500)
State Motor Vehicle In - Lieu	81,409	73,456	-	-	60,000	60,000
State Realignment	100,000	100,000	100,000	100,000	100,000	-
Successor Agency Admin Fee	60,400	60,000	70,000	70,000	70,000	-
Subtotal Intergovernmental	**1,534,817**	**978,360**	**688,200**	**688,200**	**628,600**	**(59,600)**
Miscellaneous						
Cap Fac Impact Admin Fee	36,750	18,403	11,000	11,000	11,000	-
Contributed Capital	-	4,130,600	-	-	-	-
Donations	-	7,800	12,000	12,000	10,000	(2,000)
Mandated Payments Revenue	30,674	17,716	-	-	10,000	10,000
Miscellaneous Revenues	386,617	121,483	33,500	33,500	32,600	(900)
Rebate Payment	43,914	26,199	30,000	30,000	25,000	(5,000)
Sale of Taxable Items	1,131	273	500	500	600	100
Special Assessment Admin Fee	117,800	120,600	119,700	119,700	120,300	600
Subtotal Miscellaneous	**616,886**	**4,443,074**	**206,700**	**206,700**	**209,500**	**2,800**

Schedule 3 (continued)

Revenues By Category for General Fund

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (continued)						
Use of Money and Property						
GASB No. 31 FMV Adjustment	(1,144,398)	(482,854)	-	-	-	-
Interest Income	95,905	938,003	909,200	1,359,200	1,017,900	(341,300)
Rental Income	1,184,201	1,258,951	1,586,400	1,586,400	1,575,900	(10,500)
Sale of Assets	2,684	-	-	-	-	-
Vending Machine	568	-	-	-	-	-
Subtotal Use of Money and Property	**138,960**	**1,714,100**	**2,495,600**	**2,945,600**	**2,593,800**	**(351,800)**
Other Sources						
Engineering Transfer In	79,800	165,600	53,600	53,600	61,900	8,300
Transfer In Fac Maint Allocation	165,700	179,100	199,100	199,100	218,800	19,700
Transfer In From General Fund	-	79,900	-	-	-	-
Transfer In From Spec Revenue	3,176,793	10,133,143	3,366,800	3,366,800	3,639,400	272,600
Transfer In From CIP	-	333,564	44,500	44,500	28,900	(15,600)
Transfer In From Trust/Agency	2,427	2,512	2,600	2,600	2,700	100
Transfer In Indirect Cost Allocation	1,436,490	1,786,489	2,077,100	2,077,100	2,160,800	83,700
Subtotal Other Sources	**4,861,210**	**12,680,308**	**5,743,700**	**5,743,700**	**6,112,500**	**368,800**
TOTAL	**$ 62,560,953**	**$ 74,168,235**	**$ 65,671,700**	**$ 65,701,700**	**$ 66,772,600**	**$ 1,070,900**

Schedule 4

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (FUND 100)							
Charges for Services							
4159	SB 330 Fee	-	1,190	-	-	-	-
4100	Business License Applic. Fee	15,468	15,976	14,400	14,400	15,000	600
4108	Records Maintenance Fee	26,853	24,082	28,000	28,000	27,000	(1,000)
4118	Engineering Inspection Fees	371,325	89,272	400,000	400,000	425,000	25,000
4120	Engineering Plan Check Fees	288,823	215,251	280,000	280,000	375,000	95,000
4122	Engineering Map Check Fees	30,955	37,144	40,000	40,000	50,000	10,000
4128	Improvement Plan Revision Fee	-	671	2,000	2,000	1,000	(1,000)
4130	Miscellaneous Engineering Fees	3,273	-	5,600	5,600	3,000	(2,600)
4131	Flood Zone	-	-	1,200	1,200	1,500	300
4132	Fingerprinting Fees	349	10,272	10,000	10,000	10,000	-
4134	Reports	1,040	1,479	500	500	800	300
4135	Copies	918	2,778	3,000	3,000	1,200	(1,800)
4136	Animal Return Fee	1,115	357	1,000	1,000	500	(500)
4138	Massage Technician Permits	6,653	7,958	7,000	7,000	10,000	3,000
4140	False Alarm Fee	57,875	55,937	40,000	40,000	45,000	5,000
4141	Brycer Inspection Compliance Fees	4,346	9,105	7,500	7,500	8,000	500
4142	Impound & Repo Fees	21,782	25,325	20,000	20,000	25,000	5,000
4146	Weed Abatement Fees	62,182	62,093	55,000	55,000	50,000	(5,000)
4149	Fire Fees	154,731	184,727	174,000	174,000	215,200	41,200
4150	Tentative Subdivision Maps	39,845	68,053	58,100	58,100	14,800	(43,300)
4151	Annual Business Inspection	6,150	5,612	6,000	6,000	500	(5,500)
4158	Concurrent Application Fees	112,297	114,942	100,200	100,200	109,600	9,400
4160	Annexation Fees	43,485	17,044	-	-	-	-
4170	Admission Fees	-	6,066	6,000	6,000	8,000	2,000
4172	Sale of Advertising	7,000	14,500	11,000	11,000	27,500	16,500
4235	Sierra College Contract	663,102	552,362	615,000	615,000	615,000	-
4240	Contract Services	164,305	159,066	250,700	250,700	266,600	15,900
4475	State Bldg Stdrd Admin Fee	1,073	698	800	800	1,000	200
4511	First Responder Fees	106,662	407,406	300,000	300,000	350,000	50,000
4700	Program Fees	152,508	228,508	165,450	165,450	235,100	69,650
	Subtotal Charges for Services	**2,344,115**	**2,317,874**	**2,602,450**	**2,602,450**	**2,891,300**	**288,850**
Fines, Forfeitures, & Penalties							
4102	Business License Penalties	6,260	9,952	7,000	7,000	7,000	-
4200	Statute Violation Fines	109,161	74,627	60,000	60,000	60,000	-
4210	Parking Citations	15,444	15,466	11,000	11,000	15,000	4,000
4215	Vehicle Cite Corr-Sign Off	1,536	333	-	-	500	500
4220	DUI Cost Recovery	1,412	525	-	-	1,000	1,000
4225	Other Fines/Forfeiture/Penalties	12,279	22,495	10,600	10,600	10,600	-
	Subtotal Fines, forfeitures, & Penalties	**146,092**	**123,398**	**88,600**	**88,600**	**94,100**	**5,500**
Intergovernmental							
4500	Federal Grants	5,184	18,823	-	-	-	-
4505	State Grants	105,355	4,152	-	-	-	-
4510	County/Local Grants	37,000	-	-	-	-	-
4513	Special Revenue	-	-	9,000	9,000	-	(9,000)
4514	Reimbursement Revenue	941,778	489,351	287,400	287,400	198,300	(89,100)
4520	State Motor Vehicle In - Lieu	81,409	73,456	-	-	60,000	60,000

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (FUND 100)							
4521	RATTF Revenue	107,770	120,222	115,000	115,000	100,000	(15,000)
4522	State Realignment	100,000	100,000	100,000	100,000	100,000	-
4530	State HOPTR	85,172	82,486	80,800	80,800	80,300	(500)
4535	Post Reimbursements	10,749	29,870	26,000	26,000	20,000	(6,000)
4740	Successor Agency Admin Fee	60,400	60,000	70,000	70,000	70,000	-
	Subtotal Intergovernmental	**1,534,818**	**978,360**	**688,200**	**688,200**	**628,600**	**(59,600)**
Licenses and Permits							
4047	Short Term Rental Permit	695	3,037	2,100	2,100	2,500	400
4104	Animal License	74,046	58,904	65,000	65,000	60,000	(5,000)
4106	Building Permit	4,085,542	2,969,765	3,515,300	3,515,300	3,881,900	366,600
4107	Plan Duplication Processing	3,028	383	1,900	1,900	400	(1,500)
4110	Certificate of Occupancy	14,805	15,777	19,000	19,000	11,700	(7,300)
4112	Encroachment Permit	113,204	70,791	100,000	100,000	90,000	(10,000)
4114	Oversize Load Permits	4,448	9,502	5,000	5,000	8,000	3,000
4116	Other Licenses & Permits	2,260	4,486	3,750	3,750	4,300	550
4152	Land Use Permits	132,794	123,994	101,400	101,400	131,500	30,100
4154	Land Use Variances	-	-	1,000	1,000	-	(1,000)
4155	Fire Operational Permits	44,233	89,603	45,000	45,000	45,000	-
4156	EIQ - CEQA	55,617	35,858	36,300	36,300	44,500	8,200
4164	Home Occupation Permit	26,011	31,008	22,900	22,900	29,700	6,800
4165	Grazing Permit	1,232	618	1,000	1,000	800	(200)
	Subtotal Licenses and Permits	**4,557,915**	**3,413,726**	**3,919,650**	**3,919,650**	**4,310,300**	**390,650**
Taxes							
4000	Property Tax - Secured	13,445,416	14,574,138	14,947,500	14,947,500	15,570,000	622,500
4005	Property Tax - Unsecured	274,240	296,799	293,400	293,400	335,600	42,200
4010	Property Tax - Prior Unsecured	2,931	5,777	1,700	1,700	1,700	-
4011	Property Tax - RDA Residual Distribution	1,015,932	1,106,930	1,200,000	1,200,000	1,200,000	-
4020	Property Tax - Supplemental	572,997	742,379	435,400	435,400	550,000	114,600
4030	Sales Tax	21,366,903	19,607,292	20,487,500	20,067,500	19,405,300	(662,200)
4035	Sales Tax - Public Safety	658,054	675,926	669,800	669,800	618,900	(50,900)
4040	Transfer Tax	900,285	586,263	540,000	540,000	450,000	(90,000)
4045	Transient Occupancy Tax	959,236	1,024,294	1,320,000	1,320,000	1,000,000	(320,000)
4046	STR Transient Occupancy Tax	15,629	18,655	18,000	18,000	18,000	-
4050	Utility Franchise Tax	2,443,215	2,615,012	2,465,100	2,465,100	2,802,900	337,800
4055	Business License Tax	417,138	439,255	419,600	419,600	423,800	4,200
4515	Property Tax In Lieu MVLF	6,288,982	6,804,676	7,128,800	7,128,800	7,556,300	427,500
	Subtotal Taxes	**48,360,958**	**48,497,396**	**49,926,800**	**49,506,800**	**49,932,500**	**425,700**
Use of Money and Property							
4300	Interest Income	95,905	938,003	909,200	1,359,200	1,017,900	(341,300)
4310	GASB No. 31 FMV Adjustment	(1,144,398)	(482,854)	-	-	-	-
4315	Rental Income	1,184,201	1,258,951	1,586,400	1,586,400	1,575,900	(10,500)
4400	Sale of Assets	2,684	-	-	-	-	-
4405	Vending Machine	568	-	-	-	-	-
	Subtotal Use of Money and Property	**138,960**	**1,714,100**	**2,495,600**	**2,945,600**	**2,593,800**	**(351,800)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
GENERAL FUND (FUND 100)							
Miscellaneous							
4320	Rebate Payment	43,914	26,199	30,000	30,000	25,000	(5,000)
4430	Special Assessment Admin Fee	117,800	120,600	119,700	119,700	120,300	600
4435	Miscellaneous Revenues	386,617	121,483	33,500	33,500	32,600	(900)
4437	Mandated Payments Revenue	30,674	17,716	-	-	10,000	10,000
4438	Cap Fac Impact Admin Fee	36,750	18,403	11,000	11,000	11,000	-
4440	Sale of Taxable Items	1,131	273	500	500	600	100
4600	Donations	-	7,800	12,000	12,000	10,000	(2,000)
4901	Contributed Capital	-	4,130,600	-	-	-	-
	Subtotal Miscellaneous	**616,886**	**4,443,074**	**206,700**	**206,700**	**209,500**	**2,800**
Other Sources							
4800	Transfer In From General Fund	-	79,900	-	-	-	-
4810	Transfer In From Spec Revenue	3,176,793	10,133,143	3,366,800	3,366,800	3,639,400	272,600
4820	Transfer In From CIP	-	333,564	44,500	44,500	28,900	(15,600)
4850	Transfer In From Trust/Agency	2,427	2,512	2,600	2,600	2,700	100
4860	Transfer In Indirect Cost Allocation	1,436,490	1,786,489	2,077,100	2,077,100	2,160,800	83,700
4865	Transfer In Fac Maint Allocation	165,700	179,100	199,100	199,100	218,800	19,700
4895	Engineering Transfer In	79,800	165,600	53,600	53,600	61,900	8,300
	Subtotal Other Sources	**4,861,210**	**12,680,308**	**5,743,700**	**5,743,700**	**6,112,500**	**368,800**
	GENERAL FUND TOTAL	**$ 62,560,953**	**$ 74,168,235**	**$ 65,671,700**	**$ 65,701,700**	**$ 66,772,600**	**$ 1,070,900**
QUARRY PARK AMPHITHEATER EVENTS (FUND 111)							
4170	Admission Fees	12,006	159,953	203,600	203,600	50,000	(153,600)
4172	Sale of Advertising	-	55,000	75,000	75,000	-	(75,000)
4700	Program Fees	37,221	28,301	21,100	21,100	35,000	13,900
4514	Reimbursement Revenue	4,869	1,845	-	-	-	-
4315	Rental Income	2,250	2,800	5,000	5,000	-	(5,000)
	QUARRY PARK AMPHITHEATER EVENTS TOTAL	**56,346**	**247,899**	**304,700**	**304,700**	**85,000**	**(219,700)**
QUARRY PARK ADVENTURES RESERVE (FUND 115)							
4514	Reimbursement Revenue	150,000	-	-	-	-	-
	QUARRY PARK ADVENTURES RESERVE TOTAL	**150,000**	**-**	**-**	**-**	**-**	**-**
ECONOMIC DEVELOPMENT (FUND 122)							
4800	Transfer In From General Fund	-	449,000	-	-	-	-
	ECONOMIC DEVELOPMENT TOTAL	**-**	**449,000**	**-**	**-**	**-**	**-**
TECHNOLOGY FEE (FUND 130)							
4800	Transfer In From General Fund	-	181,000	-	-	-	-
4885	Transfer In -Tech Fee	483,049	325,240	443,400	443,400	510,800	67,400
	TECHNOLOGY FEE TOTAL	**483,049**	**506,240**	**443,400**	**443,400**	**510,800**	**67,400**
RETIREES HEALTH (FUND 151)							
4720	Retirees Health	2,213,000	2,289,933	2,365,000	2,365,000	1,931,000	(434,000)
4800	Transfer In From General Fund	-	224,500	-	-	-	-
4300	Interest Income	1,039	14,238	17,800	17,800	50,000	32,200
	RETIREES HEALTH TOTAL	**2,214,039**	**2,528,671**	**2,382,800**	**2,382,800**	**1,981,000**	**(401,800)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
PARK INFRASTRUCTURE RESERVE (FUND 170)							
4800	Transfer In From General Fund	-	-	424,100	424,100	240,000	(184,100)
	PARK INFRASTRUCTURE RESERVE TOTAL	**-**	**-**	**424,100**	**424,100**	**240,000**	**(184,100)**
BUILDING RESERVE (FUND 180)							
4800	Transfer In From General Fund	-	-	1,189,000	1,239,000	-	(1,239,000)
	BUILDING RESERVE TOTAL	**-**	**-**	**1,189,000**	**1,239,000**	**-**	**(1,239,000)**
GAS TAX (FUND 201)							
4542	Gas Tax Section 2103	521,966	619,694	710,100	710,100	633,100	(77,000)
4551	Gas Tax Section 2106	233,894	286,917	300,700	300,700	285,700	(15,000)
4552	Gas Tax Section 2107	422,910	601,212	564,800	564,800	604,900	40,100
4553	Gas Tax Section 2107.5	7,500	7,500	7,500	7,500	7,500	-
4555	Gas Tax Section 2105	358,589	440,842	470,300	470,300	442,600	(27,700)
4300	Interest Income	1,818	13,313	16,900	16,900	41,300	24,400
	GAS TAX TOTAL	**1,546,677**	**1,969,485**	**2,070,300**	**2,070,300**	**2,015,100**	**(55,200)**
SB 1 - ROAD MAINTENANCE & REHABILITATION (FUND 205)							
4561	Road Maintenance & Rehabiliation SB 1	1,536,090	1,599,340	1,771,500	1,771,500	1,706,800	(64,700)
4300	Interest Income	3,465	22,646	27,800	27,800	52,400	24,600
	SB 1 ROAD MAINT. & REHAB TOTAL	**1,539,555**	**1,621,986**	**1,799,300**	**1,799,300**	**1,759,200**	**(40,100)**
COSTCO SETTLEMENT (FUND 209)							
4435	Miscellaneous Revenues	-	3,755,224	-	-	-	-
	COSTCO SETTLEMENT TOTAL	**-**	**3,755,224**	**-**	**-**	**-**	**-**
SALES TAX SB 325 (FUND 210)							
4500	Federal Grants	-	1,532	-	-	-	-
4525	State Gas Tax	5,609,746	5,564,624	5,058,600	5,058,600	4,477,100	(581,500)
4435	Miscellaneous Revenues	625	-	-	-	-	-
4300	Interest Income	8,081	83,398	97,000	97,000	54,200	(42,800)
	SALES TAX SB 325 TOTAL	**5,618,452**	**5,649,554**	**5,155,600**	**5,155,600**	**4,531,300**	**(624,300)**
SB 325 TRANSIT FUND (FUND 211)							
4540	State Gas Tax Article 8(C)	157,360	21,863	323,300	323,300	582,500	259,200
4543	STA Revenue	555,395	666,719	650,300	650,300	644,800	(5,500)
	SB 325 TRANSIT FUND TOTAL	**712,755**	**688,582**	**973,600**	**973,600**	**1,227,300**	**253,700**
BICYCLE AND PEDESTRIAN (FUND 212)							
4510	County/Local Grants	-	70,000	100,000	100,000	-	(100,000)
	BICYCLE AND PEDESTRIAN TOTAL	**-**	**70,000**	**100,000**	**100,000**	**-**	**(100,000)**
RECREATION FACILITIES CONTRIBUTION (FUND 221)							
4186	Whitney Oaks Park Dev Fees	500	500	-	-	-	-
4300	Interest Income	6	38	-	-	100	100
	RECREATION FACILITIES CONTRIBUTION TOTAL	**506**	**538**	**-**	**-**	**100**	**100**
LIGHTING MAINTENANCE DISTRICT NO. 1 (FUND 230)							
4162	Street Lighting Assessment	251,440	252,348	252,400	252,400	251,800	(600)
	LIGHTING MAINTENANCE DISTRICT NO. 1 TOTAL	**251,440**	**252,348**	**252,400**	**252,400**	**251,800**	**(600)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
COMMUNITY FACILITIES DISTRICT NO. 1 (FUND 231)							
4205	Int/Penalty Delinquent Assess	6,661	6,203	-	-	-	-
4425	Special Tax Revenue	2,085,355	2,262,604	2,284,300	2,284,300	2,410,200	125,900
COMMUNITY FACILITIES DISTRICT NO. 1 TOTAL		**2,092,016**	**2,268,807**	**2,284,300**	**2,284,300**	**2,410,200**	**125,900**
COMMUNITY FACILITIES DISTRICT NO. 5 (FUND 232)							
4205	Int/Penalty Delinquent Assess	13,008	17,005	-	-	-	-
4850	Transfer In From Trust/Agency	1,134	8,472	11,500	11,500	14,100	2,600
4425	Special Tax Revenue	6,002,943	6,720,291	6,997,700	6,997,700	7,311,200	313,500
4300	Interest Income	6,149	62,452	124,500	124,500	181,000	56,500
4415	Othr Income - Use of Money/Property	15,000	-	15,000	15,000	15,000	-
COMMUNITY FACILITIES DISTRICT NO. 5 TOTAL		**6,038,234**	**6,808,220**	**7,148,700**	**7,148,700**	**7,521,300**	**372,600**
CFD NO. 6 OPEN SPACE MAINTENANCE (FUND 233)							
4205	Int/Penalty Delinquent Assess	674	2,120	-	-	-	-
4425	Special Tax Revenue	337,515	352,489	351,800	351,800	380,400	28,600
4300	Interest Income	458	4,983	6,200	6,200	8,600	2,400
CFD NO. 6 OPEN SPACE MAINTENANCE TOTAL		**338,647**	**359,592**	**358,000**	**358,000**	**389,000**	**31,000**
LANDSCAPING & LIGHTING MAINT. DISTRICT NO. 2 (FUND 235)							
4162	Street Lighting Assessment	2,495,424	2,591,555	2,684,700	2,684,700	2,757,900	73,200
4300	Interest Income	3,058	23,272	32,900	32,900	32,000	(900)
LLMD NO. 2 TOTAL		**2,498,482**	**2,614,827**	**2,717,600**	**2,717,600**	**2,789,900**	**72,300**
PARK TAX SPECIAL ASSESSMENT (FUND 236)							
4166	Special District Assessment	637,420	653,165	653,200	653,200	659,000	5,800
PARK TAX SPECIAL ASSESSMENT TOTAL		**637,420**	**653,165**	**653,200**	**653,200**	**659,000**	**5,800**
STREETS SR/GRANTS FUND (FUND 240)							
4500	Federal Grants	470,962	3,758,008	1,750,500	2,361,630	450,000	(1,911,630)
4513	Special Revenue	1,037,616	544,227	3,375,000	4,316,390	-	(4,316,390)
4514	Reimbursement Revenue	193,615	558,843	345,000	345,000	3,100,000	2,755,000
STREETS SR/GRANTS FUND TOTAL		**1,702,193**	**4,861,078**	**5,470,500**	**7,023,020**	**3,550,000**	**(3,473,020)**
ASSET FORFEITURE - STATE (FUND 242)							
4230	Asset Forfeiture	146,969	93,799	100,000	100,000	-	(100,000)
4300	Interest Income	-	-	16,300	16,300	17,500	1,200
ASSET FORFEITURE - STATE TOTAL		**146,969**	**93,799**	**116,300**	**116,300**	**17,500**	**(98,800)**
ASSET FORFEITURE - FEDERAL (FUND 243)							
4230	Asset Forfeiture	-	7,312	-	-	-	-
4300	Interest Income	25	275	400	400	600	200
ASSET FORFEITURE - FEDERAL TOTAL		**25**	**7,587**	**400**	**400**	**600**	**200**
TRAFFIC SAFETY/POLICE GRANTS (FUND 244)							
4500	Federal Grants	154,557	131,893	15,000	128,270	5,000	(123,270)
4505	State Grants	266,199	185,011	127,300	504,840	124,000	(380,840)
4510	County/Local Grants	-	9,730	-	-	1,700	1,700
4800	Transfer In From General Fund	3,143	11,442	44,400	44,400	-	(44,400)
TRAFFIC SAFETY/POLICE GRANTS TOTAL		**423,899**	**338,076**	**186,700**	**677,510**	**130,700**	**(546,810)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
CASP CERTIFICATION & TRAINING (FUND 248)							
4101	BL CASp Fee -SB 1186	16,043	16,850	-	-	-	-
	CASP TOTAL	**16,043**	**16,850**	**-**	**-**	**-**	**-**
CDBG HOUSING REHABILITATION (FUND 251)							
4300	Interest Income	259	1,063	-	-	-	-
	CDBG HOUSING REHABILITATION TOTAL	**259**	**1,063**	**-**	**-**	**-**	**-**
							-
CDBG - HUD ENTITLEMENT (FUND 257)							
4500	Federal Grants	296,982	281,972	300,100	302,570	302,750	180
	CDBG - HUD ENTITLEMENT TOTAL	**296,982**	**281,972**	**300,100**	**302,570**	**302,750**	**180**
CDBG - COVID-19 CARES ACT (FUND 258)							
4500	Federal Grants	57,477	338,611	-	67,210	-	(67,210)
	CDBG - COVID-19 CARES ACT TOTAL	**57,477**	**338,611**	**-**	**67,210**	**-**	**(67,210)**
AMERICAN RESCUE PLAN ACT (FUND 266)							
4500	Federal Grants	200,295	6,838,730	500,000	-	-	-
	AMERICAN RESCUE PLAN ACT TOTAL	**200,295**	**6,838,730**	**500,000**	**-**	**-**	**-**
LOW & MODERATE INCOME HOUSING ASSET (FUND 270)							
4225	Other Fines/Forfeiture/Penalties	14,974	-	-	-	-	-
4300	Interest Income	228,529	1,606,868	190,200	190,200	270,300	80,100
	LOW & MOD INCOME HOUSING TOTAL	**243,503**	**1,606,868**	**190,200**	**190,200**	**270,300**	**80,100**
GRANTS/OTHER REIMBURSABLES (FUND 275)							
4500	Federal Grants	-	50,247	-	-	-	-
4505	State Grants	-	9,926	60,300	60,300	201,200	140,900
4514	Reimbursement Revenue	-	-	-	82,400	50,000	(32,400)
	GRANTS/OTHER REIMBURSABLES TOTAL	**-**	**60,173**	**60,300**	**142,700**	**251,200**	**108,500**
PARK DEVELOPMENT FEES (FUND 300)							
4174	Park Development Fees	110,103	337,314	801,900	801,900	297,800	(504,100)
4300	Interest Income	2,021	14,107	33,900	33,900	-	(33,900)
	PARK DEVELOPMENT FEES TOTAL	**112,124**	**351,421**	**835,800**	**835,800**	**297,800**	**(538,000)**
COMMUNITY PARK FEES (FUND 301)							
4174	Park Development Fees	112,646	120,821	677,900	677,900	466,900	(211,000)
4300	Interest Income	-	-	3,100	3,100	-	(3,100)
	COMMUNITY PARK FEES TOTAL	**112,646**	**120,821**	**681,000**	**681,000**	**466,900**	**(214,100)**
TRAFFIC CIRCULATION IMPACT FEE (FUND 302)							
4514	Reimbursement Revenue	502,511	502,511	502,500	502,500	502,500	-
4176	Traffic Impact Fees	2,014,806	675,895	1,215,000	1,215,000	1,215,000	-
4300	Interest Income	67,242	301,608	443,400	443,400	521,000	77,600
	TRAFFIC CIRCULATION IMPACT FEE TOTAL	**2,584,559**	**1,480,014**	**2,160,900**	**2,160,900**	**2,238,500**	**77,600**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
CAPITAL CONSTRUCTION FEES (FUND 304)							
4178	Capital Construction Fees	1,752,919	883,895	703,200	703,200	623,000	(80,200)
4810	Transfer In From Spec Revenue	-	-	500,000	-	-	-
4300	Interest Income	12,332	107,605	142,600	142,600	-	(142,600)
	CAPITAL CONSTRUCTION FEES TOTAL	**1,765,251**	**991,500**	**1,345,800**	**845,800**	**623,000**	**(222,800)**
OAK TREE MITIGATION FEES (FUND 305)							
4184	Oak Tree Mitigation Fees	63,666	48,097	44,000	44,000	40,000	(4,000)
4300	Interest Income	1,643	5,892	-	-	-	-
	OAK TREE MITIGATION FEES TOTAL	**65,309**	**53,989**	**44,000**	**44,000**	**40,000**	**(4,000)**
WHITNEY RANCH TRUNK SEWER PROJECT (FUND 306)							
4195	Whitney Rnch Trunk Sew Prj Fee	113,753	18,760	33,800	33,800	28,900	(4,900)
4800	Transfer In From General Fund	-	1,098,000	-	-	-	-
4300	Interest Income	1,396	-	10,700	10,700	-	(10,700)
	WHITNEY RANCH TRUNK SEWER PROJECT TOTAL	**115,149**	**1,116,760**	**44,500**	**44,500**	**28,900**	**(15,600)**
NORTH WEST ROCKLIN COMMUNITY PARK FEES (FUND 307)							
4196	Whitney Ranch- NWR Park Fee	44,178	10,290	419,400	419,400	71,100	(348,300)
4300	Interest Income	2,307	17,865	7,100	7,100	-	(7,100)
	NW ROCKLIN COMMUNITY PARK FEES TOTAL	**46,485**	**28,155**	**426,500**	**426,500**	**71,100**	**(355,400)**
PUBLIC FACILITIES IMPACT FEES (FUND 308)							
4190	Public Facilities Impact Fee	349,530	54,640	23,400	23,400	80,100	56,700
4300	Interest Income	2,078	18,760	37,600	37,600	-	(37,600)
	PUBLIC FACILITIES IMPACT FEES TOTAL	**351,608**	**73,400**	**61,000**	**61,000**	**80,100**	**19,100**
COMMUNITY FACILITIES DISTRICT NO. 10 (FUND 318)							
4999	Proceeds From Bond Issue	13,000,000	-	-	-	-	-
4850	Transfer In From Trust/Agency	-	8,238	-	-	-	-
4300	Interest Income	-	87,969	-	-	-	-
	COMMUNITY FACILITIES DISTRICT NO. 10 TOTAL	**13,000,000**	**96,207**	**-**	**-**	**-**	**-**
TRAILS IMPACT FEES (FUND 321)							
4174	Park Development Fees	-	853	52,900	52,900	25,000	(27,900)
4300	Interest Income	-	1	700	700	1,200	500
	TRAILS IMPACT FEES TOTAL	**-**	**854**	**53,600**	**53,600**	**26,200**	**(27,400)**
WHITNEY RANCH INTERCHANGE FEES (FUND 325)							
4198	Whitney Ranch Interchange	212,372	43,540	74,900	74,900	53,300	(21,600)
4300	Interest Income	3,229	27,415	41,300	41,300	37,600	(3,700)
	WHITNEY RANCH INTERCHANGE FEES TOTAL	**215,601**	**70,955**	**116,200**	**116,200**	**90,900**	**(25,300)**
COMMUNITY RECREATION CENTER FACILITY IMPACT FEES (FUND 328)							
4190	Public Facilities Impact Fee	-	3,700	54,700	54,700	34,300	(20,400)
4300	Interest Income	-	3	700	700	2,600	1,900
	COMM REC CENTER FACILITY IMPACT FEES TOTAL	**-**	**3,703**	**55,400**	**55,400**	**36,900**	**(18,500)**
CAPITAL CONSTRUCTION - DEBT SERVICE (FUND 400)							
4820	Transfer In From CIP	530,918	531,840	532,800	532,800	532,400	(400)
4300	Interest Income	8	419	-	-	-	-
	CAPITAL CONSTRUCTION - DEBT SERVICE TOTAL	**530,926**	**532,259**	**532,800**	**532,800**	**532,400**	**(400)**

Schedule 4 (continued)

Revenues by Fund and Object

Object Code	Object Description	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
VEHICLE FLEET MANAGEMENT (FUND 500)							
4500	Federal Grants	-	2,804	-	-	-	-
4514	Reimbursement Revenue	128,166	-	-	-	-	-
4435	Miscellaneous Revenues	26,598	11,047	-	-	-	-
4900	Fleet Internal Service Revenue	2,381,526	2,732,704	3,363,400	3,363,400	3,468,200	104,800
4901	Contributed Capital	1,770,472	402,595	-	-	-	-
4800	Transfer In From General Fund	-	898,000	-	54,500	-	(54,500)
4300	Interest Income	10,135	89,632	118,800	118,800	172,300	53,500
	VEHICLE FLEET MANAGEMENT TOTAL	**4,316,897**	**4,136,782**	**3,482,200**	**3,536,700**	**3,640,500**	**103,800**
RISK MANAGEMENT (FUND 525)							
4188	Insurance Claim Revenue	7,165	8,853	-	-	-	-
4735	Cobra Revenue	274	1,398	-	-	-	-
4710	Dental Benefits Revenue	346,331	359,697	325,800	325,800	407,700	81,900
4715	Vision Benefits Revenue	44,855	45,409	29,300	29,300	54,700	25,400
4718	Workers Compensation Insurance	2,001,331	1,508,092	1,821,800	1,821,800	2,208,500	386,700
4719	General Liability Insurance	1,093,704	1,255,521	1,859,100	1,859,100	2,193,800	334,700
4721	Unemployment Insurance Allocations	-	-	40,000	40,000	40,000	-
4300	Interest Income	5,991	46,384	99,600	99,600	123,700	24,100
	RISK MANAGEMENT TOTAL	**3,499,651**	**3,225,354**	**4,175,600**	**4,175,600**	**5,028,400**	**852,800**
BOROSKI LANDFILL MONITORING (FUND 727)							
4800	Transfer In From General Fund	62,578	22,213	28,100	28,100	28,100	-
	BOROSKI LANDFILL MONITORING TOTAL	**62,578**	**22,213**	**28,100**	**28,100**	**28,100**	**-**
WETLANDS MAINTENANCE PARCEL 34 (FUND 728)							
4300	Interest Income	1,465	2,022	2,600	2,600	-	(2,600)
4310	GASB No. 31 FMV Adjustment	(10,450)	(1,409)	-	-	-	-
	WETLANDS MAINTENANCE PARCEL 34 TOTAL	**(8,985)**	**613**	**2,600**	**2,600**	**-**	**(2,600)**
CONS. EASEMENT ENDOWMENT (FUND 729)							
4300	Interest Income	1,134	8,472	11,500	11,500	14,100	2,600
	CONS. EASEMENT ENDOWMENT TOTAL	**1,134**	**8,472**	**11,500**	**11,500**	**14,100**	**2,600**
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AB 3229 (FUND 736)							
4505	State Grants	173,673	181,147	189,300	189,300	190,000	700
	AB 3229 TOTAL	**173,673**	**181,147**	**189,300**	**189,300**	**190,000**	**700**
AMERICAN RESCUE PLAN ACT (FUND 166)							
4800	Transfer In From General Fund	-	6,838,730	-	-	-	-
	AMERICAN RESCUE PLAN ACT TOTAL	**-**	**6,838,730**	**-**	**-**	**-**	**-**
OPIOID SETTLEMENT (FUND 247)							
4300	Interest Income	-	1,339	-	-	-	-
	OPIOID SETTLEMENT TOTAL	**-**	**1,339**	**-**	**-**	**-**	**-**
	GRAND TOTAL	**$116,770,819**	**$138,391,870**	**$115,000,000**	**$116,329,910**	**$111,100,450**	**$ (5,229,460)**

Schedule 5

Staffing (in Full-Time Equivalent) by Department

DEPARTMENT/OFFICE	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
City Council	5.00	5.00	5.00	5.00	5.00	-
City Manager	4.47	4.47	5.50	5.50	5.50	-
City Attorney	3.00	3.00	3.00	3.00	3.00	-
City Clerk	2.00	2.00	2.00	2.00	2.00	-
Administrative Services	17.00	16.00	27.00	27.50	27.50	-
Community Development	25.00	25.00	28.00	28.00	28.00	-
Fire	43.50	43.50	44.50	44.50	44.50	-
Information Technology	8.00	10.00	-	-	-	-
Parks and Recreation	20.82	21.94	22.50	22.50	23.50	1.00
Police	90.44	92.44	94.50	94.50	94.50	-
Public Works	39.00	40.00	38.00	38.00	39.00	1.00
TOTAL	**258.23**	**263.35**	**270.00**	**270.50**	**272.50**	**2.00**

Schedule 6

Capital Projects by Fund

FUND/PROJECT (PROJECT NO)	Proposed FY2024/25	Projection FY2025/26	Projection FY2026/27	Projection FY2027/28	Projection FY2028/29	Total
General Fund (Fund 100)						
Park Amenity Replacement Program (10605)	170,000	-	240,000	255,000	-	665,000
Sunset Whitney Recreation Area Improvements (21005)	250,000	-	-	-	-	250,000
Subtotal General Fund	**420,000**	**-**	**240,000**	**255,000**	**-**	**915,000**
SB 1 Road Maintenance & Rehabilitation (Fund 205)						
Pavement Management Program (50007)	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,350,000
Subtotal General Fund	**1,350,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**5,350,000**
SB 325 - Sales Tax (Fund 210)						
ADA Transition Program - Non HUD Areas (45295)	450,000	300,000	300,000	300,000	300,000	1,650,000
At-Grade Railroad Roadway/Pedestrian Imprv. (50159)	250,000	-	-	356,000	-	606,000
Bridge Preventative Maintenance Program (50016)	75,000	75,000	75,000	75,000	75,000	375,000
China Garden Drainage Improvements (50008)	100,000	-	-	-	-	100,000
Local Roadway Safety Plan Implementation Program (50017)	150,000	150,000	150,000	150,000	150,000	750,000
Oak & Pine Apartments - Offsite Improvemnts (50021)	150,000	-	1,700,000	-	-	1,850,000
Pavement Management Program (50007)	805,000	805,000	805,000	805,000	805,000	4,025,000
Placer County Water Agency Roadway Improv. (50174)	-	150,000	200,000	200,000	200,000	750,000
Sierra College Boulevard @ I-80 Resurfacing (50087)	200,000	-	-	-	-	200,000
Stormwater Pipe Replacement Program (50139)	632,500	632,500	632,500	632,500	632,500	3,162,500
Uncontrolled Crosswalk Enhancements (50158)	615,000	325,000	325,000	-	-	1,265,000
Subtotal SB 325 - Sales Tax	**3,427,500**	**2,437,500**	**4,187,500**	**2,518,500**	**2,162,500**	**14,733,500**
Community Facilities District No. 5 (Fund 232)						
Park Amenity Replacement Program (10605)	-	225,000	-	-	270,000	495,000
Subtotal Community Facilities District #5	**-**	**225,000**	**-**	**-**	**270,000**	**495,000**
Streets Grants (Fund 240)						
At-Grade Railroad Roadway/Pedestrian Imprv. (50159)	450,000	-	-	3,101,900	-	3,551,900
Rocklin Road/Sierra College Corridor Multimodal (50162)	-	981,800	5,917,000	-	-	6,898,800
Whitney Ranch Parkway Widening (50081)	3,100,000	-	-	-	-	3,100,000
Subtotal Streets Grants	**3,550,000**	**981,800**	**5,917,000**	**3,101,900**	**-**	**13,550,700**
CDBG - HUD Entitlement (Fund 257)						
ADA Transition Program - HUD Specific Areas (Multi)	200,000	200,000	200,000	200,000	200,000	1,000,000
Subtotal CDBG - HUD Entitlement	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**1,000,000**
Traffic Circulation Impact Fees (Fund 302)						
Monument Springs Drive Roadway/Bridge Impr. (50173)	-	-	10,000,000	-	-	10,000,000
Rocklin Road/Sierra College Corridor Multimodal (50162)	-	-	6,000,000	-	-	6,000,000
Sunset Boulevard Widening (50094)	200,000	-	-	-	-	200,000
Subtotal Traffic Circulation Impact Fees	**200,000**	**-**	**16,000,000**	**-**	**-**	**16,200,000**
Whitney Ranch Interchange Impact Fees (Fund 325)						
Whitney Ranch Parkway Widening (50081)	700,000	-	-	-	-	700,000
Subtotal NW Rocklin Community Park Fee	**700,000**	**-**	**-**	**-**	**-**	**700,000**
TOTAL	**$ 9,847,500**	**$ 4,844,300**	**$ 27,544,500**	**$ 7,075,400**	**$ 3,632,500**	**$ 52,944,200**

Schedule 7A

Fleet Replacement by Unit and Fund

	Department	General Fund (100)	Gas Tax (201)	CFD No. 5 (232)	CFD No. 6 (233)	Fleet Fund (500)	Total
FLEET EQUIPMENT							
Building Inspector SUV (3201)	Community Development	$ 24,300	$ -	$ -	$ -	$ 7,200	$ 31,500
Building Inspector SUV (3202)	Community Development	24,300	-	-	-	7,200	31,500
Community Services Officer Pickup (5211)	Police	31,400	-	-	-	13,600	45,000
Police Marked Patrol Unit (5239)	Police	73,100	-	-	-	26,900	100,000
Police Marked Patrol Unit (5240)	Police	73,100	-	-	-	26,900	100,000
Police Marked Patrol Unit (5241)	Police	74,300	-	-	-	25,700	100,000
Police Marked Patrol Unit (5243)	Police	76,400	-	-	-	23,600	100,000
Police Marked Patrol Unit (5245)	Police	76,500	-	-	-	23,500	100,000
Police Unmarked SUV (5264)	Police	61,000	-	-	-	24,000	85,000
Police Volunteer Vehicle (5105)	Police	12,900	-	-	-	27,100	40,000
Building Trades Worker Utility Truck (7401)	Public Works	36,300	-	-	-	18,700	55,000
Streets Worker Pickup (4407)	Public Works		27,000	3,400	3,400	16,200	50,000
	TOTAL	**$ 563,600**	**$ 27,000**	**$ 3,400**	**$ 3,400**	**$ 240,600**	**$ 838,000**

Schedule 7B

Equipment by Funding Source

	Budget FY2024/25	Projection FY2025/26	Projection FY2026/27	Projection FY2027/28	Projection FY2028/29	Total
FUND/EQUIPMENT						
General Fund (Fund 100)						
LUCAS Mechanical Compression Unit	20,000	20,000	20,000	20,000		80,000
Stryker Lifepak 15 Heart Monitor	44,500	45,000	46,000	46,500	47,000	229,000
Subtotal General Fund	**64,500**	**65,000**	**66,000**	**66,500**	**47,000**	**309,000**
Total Equipment	**$ 64,500**	**$ 65,000**	**$ 66,000**	**$ 66,500**	**$ 47,000**	**$ 309,000**

Schedule 8

General Fund Reserve

	Commitments Through FY2023/24	Budget FY2024/25	Ending Balance
COMMITTED RESERVE			
Assigned Reserve			
Department Organizational Assessment	$ 75,000	$ -	$ 75,000
Document Digitization	80,000	-	80,000
Enterprise Asset Management System	1,000,000	-	1,000,000
Fleet Zero Emission Study	100,000	-	100,000
Future Fire Station	2,121,500	-	2,121,500
Quarry District Property Acquisition	1,496,250	-	1,496,250
SWRA Building Demolition and Improvements	250,000	(250,000)	-
Total Assigned Reserve	**5,122,750**	**(250,000)**	**4,872,750**
Operating Reserve (25% of Operations)	15,726,400	506,000	16,232,400
TOTAL	**$ 20,849,150**	**$ 256,000**	**$ 21,105,150**

Schedule 9A
GANN Appropriations Limit
City-wide

Article XIIIB of the California Constitution restricts California governmental agencies to the amount of annual appropriations from proceeds of taxes. This initiative is commonly known as the GANN Spending Limitations Initiative. The appropriations limit is required to be calculated based on the limit for the fiscal year 1986/87, adjusted for the inflation and population factors. Only those revenues that are considered proceeds of taxes are subject to the limit. These calculations are based on the California Department of Finance estimate of the percentage change in per capita cost of living and the percentage change in population. The City is in compliance with Article XIIIB for each of the fiscal years as shown below.

Appropriations Year	Price Factor		Population Factor		Calculation Factor	Prior Year Limit	Current Year Limit
2018/19	1.0367		1.0345		1.0725	42,374,155	45,446,281
2019/20	1.0385		1.0314		1.0711	45,446,281	48,677,512
2020/21	1.0373		1.0130		1.0508	48,677,512	51,150,329
2021/22	1.0573		1.0279		1.0868	51,150,329	55,590,178
2022/23	1.0755		1.0047		1.0806	55,590,178	60,070,746
2023/24	1.0444	a	1.0021	b	1.0466	60,070,746	62,870,043
2024/25	1.0362	a	1.0067	b	1.0432	62,870,043	65,586,029

The calculations for FYs 2023/24 and 2024/25 are derived from the State Department of Finance (DOF) estimate of the percent change in per capita cost of living (a – Price Factor) and the percentage change in population (b – Population Factor) of local governments as outlined in the California Revenue and Taxation Code, Section 2227.

Appropriation Limit Supporting Calculations

Description	City	County
2024/25 Population Factor:		
Base percent	100.00	100.00
Increase (decrease) percent	0.26	0.67
Total percent	**100.26**	**100.67**
Population Factor (divided by 100)	**1.0026**	**1.0067**

Schedule 9B
GANN Appropriations Limit
Special Districts

Appropriations Year	Price Factor	Population Ratio	Calculation Factor	CFD No. 1 Current Year Limit	CFD No. 5 Current Year Limit	CFD No. 6 Current Year Limit
2018/19	1.0367	1.0345	1.0725	7,971,751	48,324,068	5,975,196
2019/20	1.0385	1.0314	1.0711	8,538,542	51,759,909	6,400,032
2020/21	1.0373	1.0130	1.0508	8,972,300	54,389,313	6,725,154
2021/22	1.0573	1.0279	1.0868	9,751,096	59,110,305	7,308,898
2022/23	1.0755	1.0047	1.0806	10,537,034	63,874,596	7,897,995
2023/24	1.0444 a	1.0021 b	1.0466	11,028,060	66,851,152	8,266,041
2024/25	1.0362 a	1.0067 b	1.0432	11,504,472	69,739,121	8,623,134

The calculations for FYs 2023/24 and 2024/25 are derived from the State Department of Finance (DOF) estimate of the percent change in per capita cost of living (a – Price Factor) and the percentage change in population (b – Population Factor) of local governments as outlined in the California Revenue and Taxation Code, Section 2227.

Appropriation Limit Supporting Calculations

Description	City	County
2024/25 Population Factor:		
Base percent	100.00	100.00
Increase (decrease) percent	0.26	0.67
Total percent	**100.26**	**100.67**
Population Factor (divided by 100)	**1.0026**	**1.0067**

DEPARTMENTS

City Council

The City Council is the governing body of the Rocklin Municipal Government. The City Council adopts ordinances and resolutions, appoints the City Manager, City Attorney, City Clerk, and City Treasurer, and reviews and approves the major policies, programs, and the annual budget. The City Council consists of five members elected at-large alternately at the general election. The Mayor and Vice Mayor are appointed by the City Council each November for a one-year term. The City Council also serves as the governing board for the Rocklin Public Financing Authority and the Successor Agency.

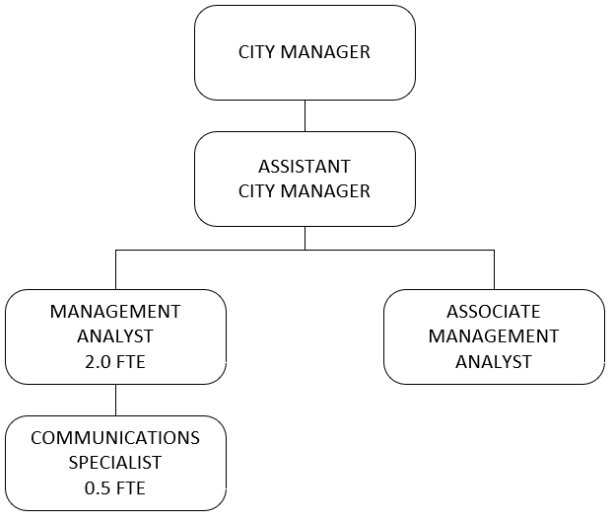
SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- Professional services have been included to support the expenses for the City Council's Two-year Strategic Planning session.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Mayor	1.00	1.00	1.00	1.00	1.00	-
Vice Mayor	1.00	1.00	1.00	1.00	1.00	-
Council Member	3.00	3.00	3.00	3.00	3.00	-
TOTAL	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**	**-**
FUNDING SOURCES						
General Fund	89,290	67,045	99,400	99,400	120,500	21,100
TOTAL	**89,290**	**67,045**	**99,400**	**99,400**	**120,500**	**21,100**
Department Revenues	-	-	-	-	-	-
Net Resources/(Uses)	**$ (89,290)**	**$ (67,045)**	**$ (99,400)**	**$ (99,400)**	**$ (120,500)**	**$ (21,100)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	44,124	43,877	44,000	44,000	50,300	6,300
Subtotal Staffing	**44,124**	**43,877**	**44,000**	**44,000**	**50,300**	**6,300**
Contracted Services						
Professional Services	-	-	-	-	10,400	10,400
Subtotal Professional Services	**-**	**-**	**-**	**-**	**10,400**	**10,400**
Operating Expenses						
Licenses and Memberships	22,012	4,674	23,000	23,300	23,300	-
Supplies	2,776	1,010	1,000	700	1,100	400
Travel/Training/Meals	20,378	17,484	31,400	31,400	35,400	4,000
Subtotal Operating Expenses	**45,166**	**23,168**	**55,400**	**55,400**	**59,800**	**4,400**
Capital Outlay	-	-	-	-	-	-
TOTAL	**$ 89,290**	**$ 67,045**	**$ 99,400**	**$ 99,400**	**$ 120,500**	**$ 21,100**

City Manager

The City Manager is appointed by the City Council and is responsible for implementing and carrying out the policies of the City Council. As the chief executive officer of the City, the City Manager supervises operations, directs departments and services, and enforces the laws and policies as adopted by the City Council. The office of the City Manager is the primary contact for providing current information to the public, the media, and City employees.



The City Manager's Office coordinates: Administration; Economic Development; Legislative Advocacy; Housing; and Public Affairs.

ECONOMIC DEVELOPMENT DIVISION

The Economic Development Division is responsible for implementing, coordinating and monitoring policies and programs to improve the City's business climate. This division works to keep Rocklin prosperous by acting on two overarching approaches to economic vitalization – 1) strengthening what the City already has, and 2) pursuing what the City needs to achieve a strong, diversified local economy.

HOUSING DIVISION

The Housing Division coordinates initiatives to address homelessness, administers the City's affordable housing programs, and oversees annual funding received from the U.S. Department of Housing and Urban Development in the form of Community Development Block Grants (CDBG). The Housing Division also administers the Vicara affordable housing purchase program.

ACCOMPLISHMENTS

- Released $800,000 in American Rescue Plan Act (ARPA) funding for a business retention grant program and the second cohort of Build Up Rocklin in partnership with the Growth Factory.
- Created an Economic Development newsletter to directly connect with the Rocklin business community and promote Economic Development-centered programming.

- Conducted a professional communications assessment and provided training to key communications staff City-wide for the purpose of increasing public messaging.
- Launched the Rocklin Arts Commission planning and engagement Community Survey to understand how best to meet the needs of the Rocklin community.
- Established the City's Affordable Housing Incentive Program.
- Entered into a Purchase and Sale Agreement for the Big Gun Property.
- Established a small business outreach program with the Community Development Department to assist business owners with planning, permitting, and inspections of new and tenant improvement projects.
- Hired an architectural/engineering consultant to design Rocklin's fourth fire station.
- Received a state budget appropriation of $500,000 to help build the SWRA-JSP connector bridge.

GOALS AND OBJECTIVES

- Strengthen interagency relationships with FEMA, Caltrans, CalOES, Army Corps, CDFW, etc. *(SAFE)*
- Complete architectural and construction plans for the fourth fire station. *(SAFE)*
- Continue working with regional partners and establish local strategies to address homelessness in the City. *(SAFE)*
- Explore opportunities to improve utility services to Rocklin residents and business owners, and communicate those processes with the community. *(LIVABLE)*
- Create and promote events and activities that will attract outside visitors and overnight stays. *(LIVABLE, VIBRANT)*
- Complete the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing. *(LIVABLE)*
- Prepare a comprehensive update of the City's Zoning Ordinance and Map in coordination with the Community Development Department. *(LIVABLE, VIBRANT)*
- Continue implementing the Economic Development Strategy by identifying and leveraging the strengths of the City of Rocklin and its public and private partners in order to foster a thriving business environment that is conducive to business growth, attraction, and creation. *(VIBRANT)*
- Nurture efforts to establish the Quarry District as a regional downtown destination. *(VIBRANT)*
- Support the newly created Arts Commission's efforts to encourage programs in the arts and to promote the cultural enrichments of the community. *(VIBRANT)*
- Expend all remaining ARPA funding and propose Revenue Loss programming to City Council. *(SUSTAINABLE)*
- Complete a five-year Consolidated Plan for the Community Development Block Grant (CDBG) program and funding as required by the U.S. Department of Housing and Urban Development (HUD). *(SUSTAINABLE)*
- Complete the sale of the Successor Agency Owned Big Gun Property. *(VIBRANT)*

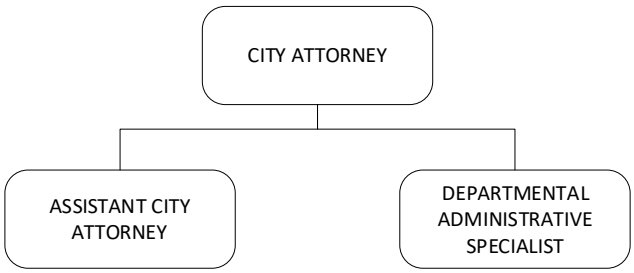
SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	-
Associate Management Analyst	1.00	1.00	1.00	1.00	1.00	-
City Manager	1.00	1.00	1.00	1.00	1.00	-
Communications Specialist	-	-	-	0.50	0.50	-
Management Analyst	1.00	1.00	2.00	2.00	2.00	-
Website Technician	0.47	0.47	0.50	-	-	-
TOTAL	**4.47**	**4.47**	**5.50**	**5.50**	**5.50**	**-**
FUNDING SOURCES						
General Fund	1,071,578	1,094,508	1,561,900	2,810,058	1,515,550	(1,294,508)
American Rescue Plan Act	100,000	2,881,123	-	418,000	-	(418,000)
CDBG - Covid-19 Cares Act	-	-	-	67,214	-	(67,214)
CDBG - HUD Entitlement	-	-	45,000	45,000	92,750	47,750
Economic Development	70,015	70,902	95,000	95,000	102,500	7,500
Grants/Other Reimbursables	-	-	-	-	4,000	4,000
Low & Moderate Income Housing Asset	23,161	-	2,930,000	2,944,341	5,107,500	2,163,159
Sales Tax SB 325	75,000	18,750	18,800	18,800	75,000	56,200
TOTAL	**1,339,754**	**4,065,283**	**4,650,700**	**6,398,413**	**6,897,300**	**498,887**
Department Revenues	250,000	3,722,134	170,000	237,210	263,250	26,040
Net Resources/(Uses)	**$ (1,089,754)**	**$ (343,149)**	**$ (4,480,700)**	**$ (6,161,203)**	**$ (6,634,050)**	**$ (472,847)**
DIVISION BUDGET SUMMARY						
City Manager	1,339,754	4,065,283	4,053,700	5,693,858	6,368,950	675,092
Housing	-	-	597,000	704,555	528,350	(176,205)
TOTAL	**$ 1,339,754**	**$ 4,065,283**	**$ 4,650,700**	**$ 6,398,413**	**$ 6,897,300**	**$ 498,887**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	984,410	966,603	1,209,400	1,209,400	1,273,600	64,200
Subtotal Staffing	**984,410**	**966,603**	**1,209,400**	**1,209,400**	**1,273,600**	**64,200**
Contracted Services						
Professional Services	172,659	483,461	3,148,800	3,627,013	5,292,750	1,665,737
Subtotal Professional Services	**172,659**	**483,461**	**3,148,800**	**3,627,013**	**5,292,750**	**1,665,737**
Operating Expenses						
Advertising	14,038	6,000	19,600	26,600	20,000	(6,600)
Communications	-	-	500	500	500	-
Licenses and Memberships	54,741	73,017	76,000	76,000	79,500	3,500
Non-Capital Equipment	512	-	-	-	-	-
Other Operating Expenses	8,475	5,248	52,500	43,800	40,500	(3,300)
Small Business Support Grant	100,000	2,522,482	-	40,000	-	(40,000)
Supplies	518	647	2,900	3,100	7,950	4,850
Travel/Training/Meals	4,401	7,825	16,000	18,500	16,000	(2,500)
Subtotal Operating Expenses	**182,685**	**2,615,219**	**167,500**	**208,500**	**164,450**	**(44,050)**
Other Uses						
Transfer to General Fund	-	-	125,000	125,000	166,500	41,500
Subtotal Other Uses	**-**	**-**	**125,000**	**125,000**	**166,500**	**41,500**
Capital Outlay	**-**	**-**	**-**	**1,228,500**	**-**	**(1,228,500)**
TOTAL	**$ 1,339,754**	**$ 4,065,283**	**$ 4,650,700**	**$ 6,398,413**	**$ 6,897,300**	**$ 498,887**

City Attorney

The City Attorney's Office advises City officials in all legal matters, frames ordinances and resolutions required by the City Council, and performs other legal services required by the City Council.



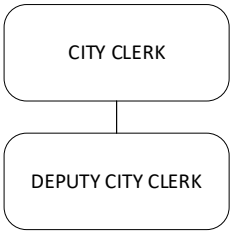
SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Assistant City Attorney	1.00	1.00	1.00	1.00	1.00	-
City Attorney	1.00	1.00	1.00	1.00	1.00	-
Departmental Administrative Specialist	1.00	1.00	1.00	1.00	1.00	-
TOTAL	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**	**-**
FUNDING SOURCES						
General Fund	878,161	1,817,278	1,142,400	1,429,617	1,157,800	(271,817)
TOTAL	**878,161**	**1,817,278**	**1,142,400**	**1,429,617**	**1,157,800**	**(271,817)**
Department Revenues	62,580	30,714	28,100	28,100	28,100	-
Net Resources/(Uses)	**$ (815,581)**	**$ (1,786,564)**	**$ (1,114,300)**	**$ (1,401,517)**	**$ (1,129,700)**	**$ 271,817**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	579,848	642,073	675,300	675,300	734,300	59,000
Subtotal Staffing	**579,848**	**642,073**	**675,300**	**675,300**	**734,300**	**59,000**
Contracted Services						
Professional Services	223,936	1,112,802	400,000	687,217	376,400	(310,817)
Subtotal Professional Services	**223,936**	**1,112,802**	**400,000**	**687,217**	**376,400**	**(310,817)**
Operating Expenses						
Licenses and Memberships	6,390	35,736	28,000	28,000	8,000	(20,000)
Non-Capital Equipment	117	-	700	700	700	-
Supplies	3,470	2,694	5,300	5,300	5,300	-
Travel/Training/Meals	1,822	1,760	5,000	5,000	5,000	-
Subtotal Operating Expenses	**11,799**	**40,190**	**39,000**	**39,000**	**19,000**	**(20,000)**
Other Uses						
Transfer to General Fund	62,578	22,213	28,100	28,100	28,100	-
Subtotal Other Uses	**62,578**	**22,213**	**28,100**	**28,100**	**28,100**	**-**
TOTAL	**$ 878,161**	**$ 1,817,278**	**$ 1,142,400**	**$ 1,429,617**	**$ 1,157,800**	**$ (271,817)**

City Clerk

The City Clerk is the local official who administers democratic processes such as elections, access to City records, and all legislative actions, ensuring transparency to the public. The City Clerk acts as a compliance officer for federal, state, and local statutes, including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships, and arranges ceremonial and official functions.



ACCOMPLISHMENTS

- Successfully managed annual recruitment for vacancies on the City's Boards, Commissions and Committees.
- Facilitated the collection of primary election ballots through the Ballot Drop Box in partnership with the County of Placer's Election Office to enhance the convenience and accessibility of voting for residents.
- Assisted with reconfiguration of the City Council Chambers to enhance existing technology, thereby optimizing how public meetings are conducted.
- Coordinated responses to Public Records Act requests in accordance with legal requirements to promote the accessibility of governmental records for the public.

GOALS & OBJECTIVES

- Oversee the 2024 General Election for the City of Rocklin, encompassing three City Council seats. Responsibilities include aiding candidates during the filing period, addressing voter inquiries regarding ballot casting, locating suitable vote center sites City-wide, announcing election outcomes, and ensuring compliance with the California Elections Code. *(LIVABLE, RESILIENT)*
- Maintain transparency by ensuring publicly disclosable permanent records are accessible through the City's Electronic Records Center. *(LIVABLE, RESILIENT)*
- Conduct community outreach efforts to inform residents of the roles and responsibilities of the City Clerk's Office and its service to the public. *(LIVABLE)*
- Upgrade the City's enterprise records management system to a user-friendly platform for both City staff and the public. This upgrade will result in increased government transparency and accessibility of public records for members of the public. *(SUSTAINABLE)*

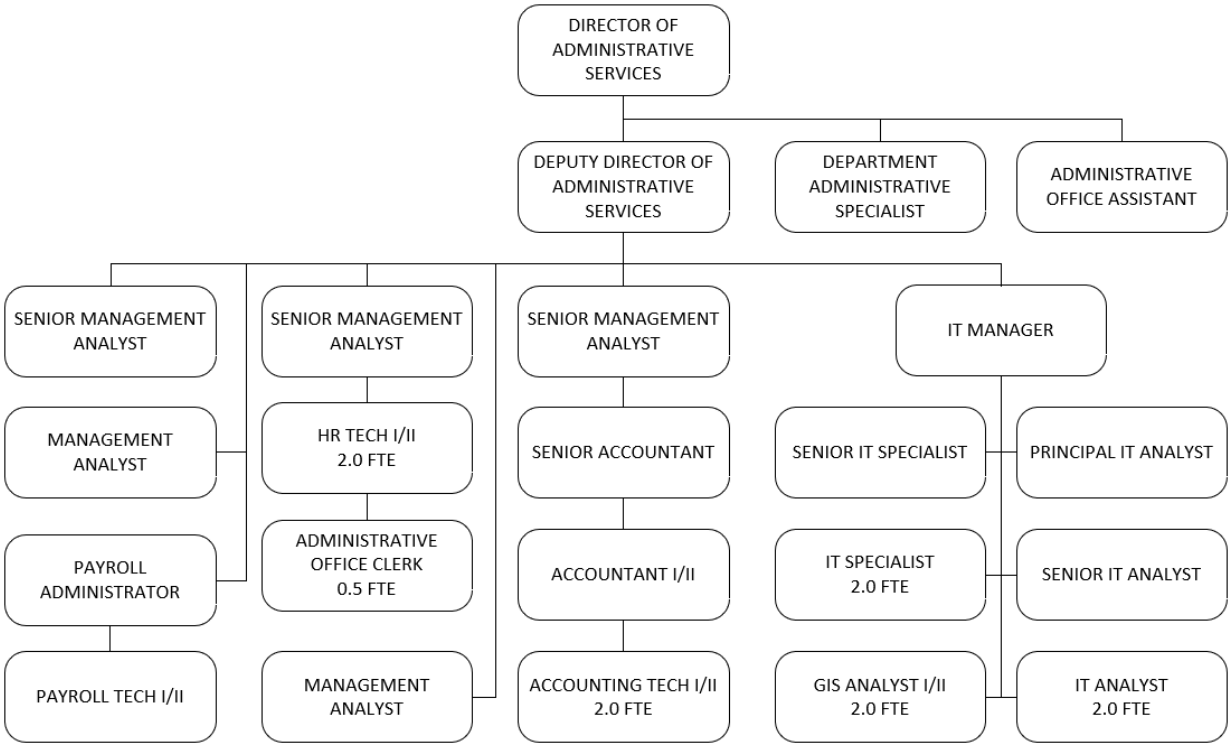
SIGNIFICANT CHANGES FROM THE PRIOR YEAR

- Operating Expenses increased primarily to support the expenses associated with the 2024 general election.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
City Clerk	1.00	1.00	1.00	1.00	1.00	-
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	-
TOTAL	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**-**
FUNDING SOURCES						
General Fund	324,052	352,598	329,000	329,000	405,550	76,550
TOTAL	**324,052**	**352,598**	**329,000**	**329,000**	**405,550**	**76,550**
Department Revenues	-	-	-	-	-	-
Net Resources/(Uses)	**$ (324,052)**	**$ (352,598)**	**$ (329,000)**	**$ (329,000)**	**$ (405,550)**	**$ (76,550)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	283,441	251,449	279,900	279,900	301,700	21,800
Subtotal Staffing	**283,441**	**251,449**	**279,900**	**279,900**	**301,700**	**21,800**
Contracted Services						
Professional Services	143	153	16,000	16,000	16,000	-
Subtotal Professional Services	**143**	**153**	**16,000**	**16,000**	**16,000**	**-**
Operating Expenses						
Advertising	26,649	12,279	20,000	20,000	11,800	(8,200)
Elections	-	71,013	-	-	61,300	61,300
Licenses and Memberships	581	1,325	1,500	1,500	850	(650)
Non-Capital Equipment	-	375	-	-	-	-
Supplies	5,585	2,658	6,600	6,600	6,600	-
Travel/Training/Meals	7,653	13,346	5,000	5,000	7,300	2,300
Subtotal Operating Expenses	**40,468**	**100,996**	**33,100**	**33,100**	**87,850**	**54,750**
Capital Outlay	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL	**$ 324,052**	**$ 352,598**	**$ 329,000**	**$ 329,000**	**$ 405,550**	**$ 76,550**

Administrative Services

The Administrative Services Department provides financial, human resources, information technology, and payroll support to all City departments.



The department consists of three divisions: Finance, Human Resources, and Information Technology.

FINANCE DIVISION

The Finance Division provides a range of services including budgeting, investing and cash management, debt management, infrastructure financing, grant management, procurement, special districts administration, grants management, and accounting. It oversees accounts payable and receivable functions, ensuring financial transparency and accountability.

HUMAN RESOURCES DIVISION

The Human Resources Division oversees the City's benefits administration, recruitment and selection, classification and compensation, employee relations, labor relations, leaves management, risk management (workers compensation and safety), training and staff development, performance management, and organizational development. The HR Division also includes Payroll, which is responsible for overseeing the City's compensation processes, including paychecks for employees and eligible committee and commission members. Additionally, Payroll is responsible for maintaining and monitoring internal controls to ensure transactions comply with current labor agreements, payroll policies, and relevant laws and regulations.

INFORMATION TECHNOLOGY DIVISION

The Information Technology (IT) Division is responsible for maintaining and supporting the City's technology infrastructure, enterprise applications, databases, and information security. IT provides technical support to City departments and Geographic Information System services to City staff and neighboring municipalities. Other services include troubleshooting and issue resolution, systems design, software and hardware specification development, procurement of IT software and equipment, vendor contract and licensing management, project management, and ongoing maintenance and upgrades of existing software and hardware solutions across the City network.

ACCOMPLISHMENTS

- Implemented a Department Annual Services Report.
- Successfully upgraded the Tyler Munis Enterprise Resource Management System, including the Tyler Content Management System City-wide.
- Implemented a Section 115 Trust for pension prefunding, further enhancing the City's fiscal health and local control.
- Obtained an unmodified "clean" audit opinion on the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2023.
- Received the Operating Excellence Award for FY 2023/24 Operating Budget document from the California Society of Municipal Finance Officers.
- Upgraded the audio and video system in the City Council Chambers for public meetings.
- Strengthened IT security by deploying DUO multifactor authentication and collaborating with Crowdstrike Falcon to fortify the City network against attacks.
- Implemented the voluntary telework program.
- Implemented an electronic plan submission and review solution for Community Development, enhancing customer experience and plan submittal efficiency.
- Implemented revision of Personnel Rules.
- Replaced antiquated fire station alerting system for the Fire Department, improving response times and streamlining fire dispatch processes.
- Implemented the backup and recovery solution, as well as redundant internet connections for business continuity and security.
- Implemented an automated web-based photovoltaic permitting solution, complying with SB 379.
- Implemented mobile VPN solutions and a smartphone solution for the CAD system app, enhancing access to criminal justice data from mobile devices.
- Launched Rocklin Leadership Forum for all leaders in the City.

GOALS AND OBJECTIVES

- Develop an IT Strategic Plan to foster transparency, enhance operational efficiency, improve staff satisfaction, and foster trust. *(RESILIENT)*
- Secure an unmodified audit opinion on the financial statements and Annual Comprehensive Financial Report. *(SUSTAINABLE)*
- Implement a new online applicant tracking system to provide efficiencies and increase automated processes. *(VIBRANT)*
- Enhance employee onboarding by implementing a comprehensive program and electronic signatures. *(VIBRANT)*
- Implement an update to the Time Control Timekeeping System. *(SUSTAINABLE)*
- Assist with replacing the outdated document management and retention system. *(VIBRANT)*

- Evaluate opportunities for generating new revenue streams to support core City services. *(SUSTAINABLE)*
- Implement a new performance evaluation system. *(SUSTAINABLE)*
- Implement a two-year operating budget for strategic, efficient, and transparent financial management, supporting organizational goals and objectives over the long term. *(SUSTAINABLE)*
- Update the City's procurement code to promote good governance. *(SUSTAINABLE)*
- Implement comprehensive workforce development and succession planning programs. *(SUSTAINABLE)*
- Establish strategies and plans for achieving 100% funding for the City's facility and fleet replacement reserves. *(SUSTAINABLE)*
- Invest in technology that supports economic development efforts. (*VIBRANT)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Accountant I/II	2.00	1.00	1.00	1.00	1.00	-
Accounting Supervisor	1.00	1.00	1.00	-	-	-
Accounting Technician I/II	2.00	2.00	2.00	2.00	2.00	-
Administrative Office Assistant	-	-	-	1.00	1.00	-
Administrative Office Clerk	-	-	-	0.50	0.50	-
Departmental Administrative Specialist	-	-	1.00	1.00	1.00	-
Deputy Director of Administrative Services	1.00	1.00	1.00	1.00	1.00	-
Director of Administrative Services	1.00	1.00	1.00	1.00	1.00	-
GIS Analyst I/II	-	-	2.00	2.00	2.00	-
Human Resources Technician I/II	2.00	2.00	2.00	2.00	2.00	-
Information Technology Analyst	-	-	2.00	2.00	2.00	-
Information Technology Manager	-	-	1.00	1.00	1.00	-
Information Technology Specialist	-	-	2.00	2.00	2.00	-
Management Analyst	3.00	3.00	3.00	2.00	2.00	-
Payroll Administrator	1.00	1.00	1.00	1.00	1.00	-
Payroll Technician I/II	1.00	1.00	1.00	1.00	1.00	-
Principal Information Technology Analyst	-	-	1.00	1.00	1.00	-
Principal Management Analyst	1.00	1.00	1.00	-	-	-
Senior Accountant	1.00	1.00	1.00	1.00	1.00	-
Senior Administrative Assistant	1.00	1.00	1.00	-	-	-
Senior IT Analyst	-	-	1.00	1.00	1.00	-
Senior IT Specialist	-	-	1.00	1.00	1.00	-
Senior Management Analyst	-	-	-	3.00	3.00	-
TOTAL	**17.00**	**16.00**	**27.00**	**27.50**	**27.50**	**-**

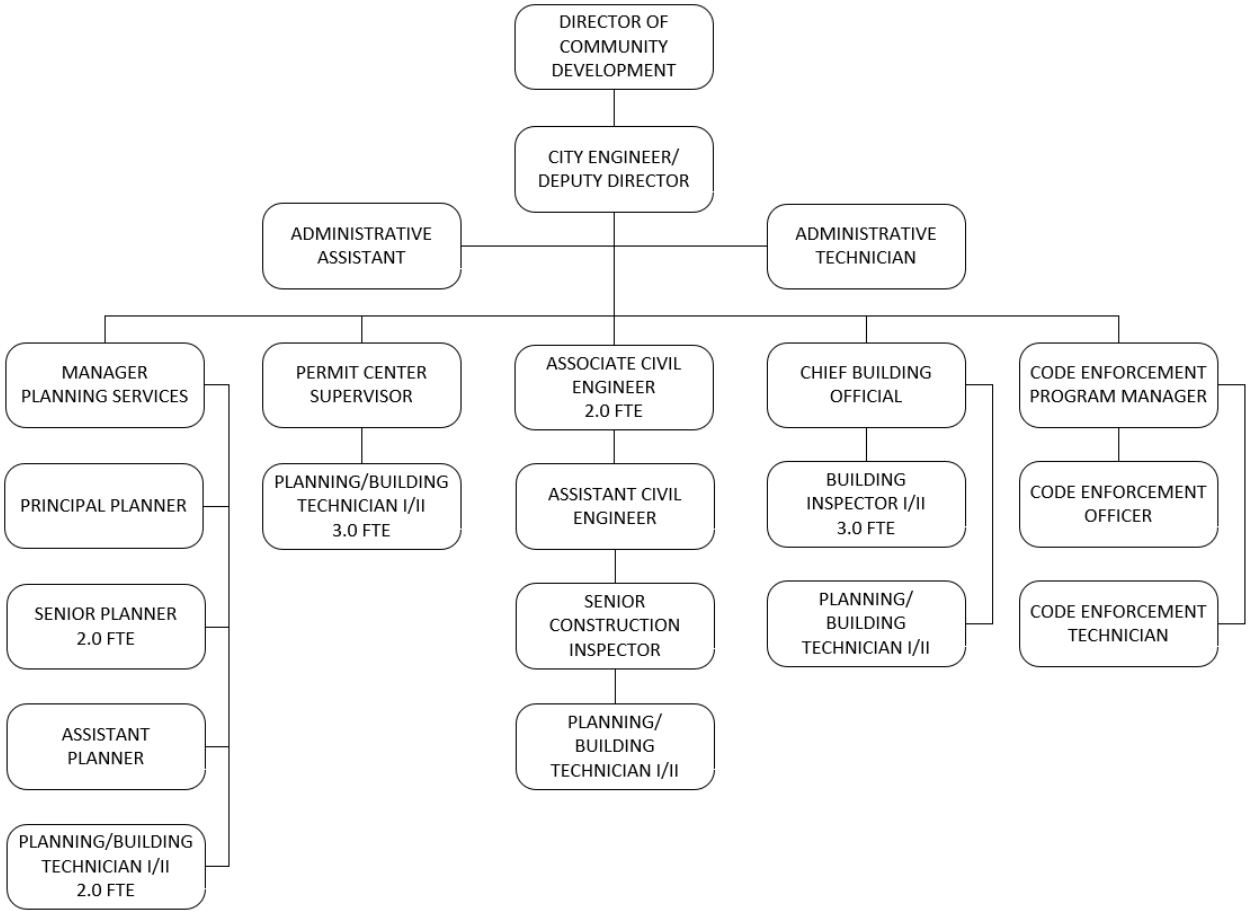
	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
FUNDING SOURCES						
General Fund	2,457,011	4,509,613	6,137,100	6,150,891	6,690,130	539,239
American Rescue Plan Act	-	79,900	-	50,000	-	(50,000)
Capital Construction - Debt Service	530,920	532,080	532,800	532,800	532,400	(400)
Capital Construction Fees	533,168	531,840	532,800	532,800	532,400	(400)
CASp Certification & Training	797	832	-	-	-	-
CDBG - HUD Entitlement	3,997	7,858	10,000	10,000	10,000	-
CDBG Housing Rehabilitation	800	800	-	-	-	-
CFD No. 6 Open Space Maintenance	4,308	4,344	4,600	4,600	3,800	(800)
Community Facilities District No. 5	60,056	67,286	70,000	70,000	73,100	3,100
Community Park Fees	77,084	68,069	125,500	125,500	-	(125,500)
Gas Tax	2,500	2,996	-	-	-	-
Landscaping & Lighting Maint. District No. 2	167	-	-	-	-	-
Lighting Maintenance District No. 1	24,702	25,744	26,800	26,800	27,600	800
Low & Moderate Income Housing Asset	14,814	15,423	15,200	15,200	15,600	400
Oak Tree Mitigation Fees	65,448	61,400	25,000	25,000	37,500	12,500
Park Development Fees	249,586	249,586	-	-	-	-
Public Facilities Impact Fees	217,936	217,936	401,800	401,800	-	(401,800)
Retirees Health	1,395	-	-	-	-	-
Risk Management	1,787,519	2,095,743	2,365,000	2,365,000	1,944,000	(421,000)
Technology Fee	2,980,107	2,513,024	4,144,000	4,144,000	4,975,100	831,100
Traffic Safety/Police Grants	524,606	611,057	1,036,100	1,198,410	498,700	(699,710)
TOTAL	**9,536,920**	**11,595,532**	**15,426,700**	**15,652,801**	**15,340,330**	**(312,471)**
Department Revenues	30,279,465	18,097,893	19,365,200	19,365,200	19,867,900	502,700
Net Resources/(Uses)	**$ 20,742,545**	**$ 6,502,361**	**$ 3,938,500**	**$ 3,712,399**	**$ 4,527,570**	**$ 815,171**

DIVISION BUDGET SUMMARY						
Finance	5,233,802	7,504,501	5,774,300	5,832,610	4,939,780	(892,830)
Human Resources/Payroll	4,303,118	4,091,030	5,527,200	5,540,991	6,473,650	932,659
Information Technology	-	-	4,125,200	4,279,200	3,926,900	(352,300)
TOTAL	**$ 9,536,920**	**$ 11,595,532**	**$ 15,426,700**	**$ 15,652,801**	**$ 15,340,330**	**$ (312,471)**

BUDGET SUMMARY	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
Staffing						
Salaries & Benefits	6,181,268	7,723,357	8,932,700	8,932,700	9,464,100	531,400
Subtotal Staffing	**6,181,268**	**7,723,357**	**8,932,700**	**8,932,700**	**9,464,100**	**531,400**
Contracted Services						
Professional Services	323,979	461,607	809,600	975,001	546,500	(428,501)
Maintenance Contracts	666	765	887,400	908,100	881,000	(27,100)
Subtotal Professional Services	**324,645**	**462,372**	**1,697,000**	**1,883,101**	**1,427,500**	**(455,601)**
Operating Expenses						
Communications	-	-	444,800	444,800	458,100	13,300
Insurance Premiums	1,093,704	1,216,357	1,859,100	1,859,100	2,208,500	349,400
Licenses and Memberships	4,456	6,499	8,400	8,400	8,230	(170)
Non-Capital Equipment	3,408	994	421,500	420,500	178,500	(242,000)
Other Operating Expenses	11,536	17,761	16,500	21,500	16,500	(5,000)
Placer County Collection Fee	91,580	99,898	103,900	103,900	107,000	3,100
Property Damage Expenditure	71,975	101,955	68,000	68,000	70,000	2,000
Recruitments	37,548	76,885	39,000	75,000	65,000	(10,000)
Rental/Lease	-	1,038	69,500	69,500	75,100	5,600
Supplies	31,612	49,334	82,600	82,600	99,000	16,400
Travel/Training/Meals	14,248	10,288	52,900	52,900	46,500	(6,400)
Uniforms	196	-	-	-	-	-
Vehicle O&M/Fuel	-	-	1,200	1,200	1,300	100
Subtotal Operating Expenses	**1,360,263**	**1,581,009**	**3,167,400**	**3,207,400**	**3,333,730**	**126,330**
Other Uses						
Transfer to Debt Service	530,918	531,840	532,800	532,800	532,400	(400)
Transfer to General Fund	68,645	225,158	34,000	34,000	47,500	13,500
Transfer to Technology Fee	7,240	6,731	5,600	5,600	5,600	-
Subtotal Other Uses	**606,803**	**763,729**	**572,400**	**572,400**	**585,500**	**13,100**
Debt Service/Depreciation	**1,063,941**	**1,065,066**	**1,057,200**	**1,057,200**	**529,500**	**(527,700)**
Capital Outlay	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL	**$ 9,536,916**	**$11,595,531**	**$15,426,700**	**$15,652,801**	**$15,340,330**	**$ (312,471)**

Community Development

The Community Development Department oversees the responsible and sustainable growth of the City while ensuring safety and quality of life.



The department consists of five divisions: Building Services, Code Enforcement, Engineering Services, Permit Center, and Planning Services.

BUILDING SERVICES DIVISION

The Building Services Division is responsible for building plan reviews, building inspections, and building reports and statistics. The division ensures the safety, sustainability, and accessibility of the buildings and facilities being modified in the City.

CODE ENFORCEMENT DIVISION

The Code Enforcement Division provides quality customer service and is responsive to citizen complaints that are potential violations of the Rocklin Municipal Code and California Health and Safety Codes. The division upholds and enforces codes and standards established to protect the public health, safety, and welfare of the City's citizens and maintains or improves quality of life and property values within our community.

ENGINEERING SERVICES DIVISION

The Engineering Services Division provides a host of technical services to the development community, as well as residents and City staff. The division provides engineering review; processing and approval of private development projects; and the issuance of engineering-related permits, including: improvement plans, final maps, lot line adjustments, grant and summary vacation of easements, management of the improvements through the construction stage, and administering City development standards.

PERMIT CENTER DIVISION

The Permit Center Division is the primary point of contact for development-related inquiries, project submittals, plan and permit issuance, and fee calculations and payments.

PLANNING SERVICES DIVISION

The Planning Services Division implements and monitors the City's growth and development policies, processes development entitlement applications, processes administrative permits, updates and maintains the City's long-range planning documents, participates in a variety of regional planning efforts, and assists with implementing the Housing Element of the City's General Plan.

ACCOMPLISHMENTS

BUILDING SERVICES & PERMIT CENTER

- Enhanced the online permit guide tool to streamline the permit process, launching electronic plan submittal process for a smoother customer experience and reduced staff guidance time.
- Provided essential plan review and inspection services facilitating the opening and expansion of businesses in Rocklin.
- Provided ongoing inspections for multi-family projects and finalized inspections for Sierra Gateway Apartments, contributing to new housing opportunities for Rocklin residents.
- Implemented SolarAPP+ online Solar Permitting Application, expediting the permitting timeline for certain solar projects.

ENGINEERING SERVICES

- Reviewed and approved site improvement plans for seven new projects, three subdivision maps, five parcel maps, 12 pre-application projects, eight planning entitlement projects, and multiple site grading reviews for custom home building permit applications.
- Reviewed and approved, for recordation with the County of Placer, three final subdivision maps and five parcel maps, and processed three lot line adjustments and/or lot line mergers, four grant deeds, two Communities Facilities District annexation maps, three easement abandonments, four notices of completion and one certificate of compliance, promoting additional development.
- Established a new funding strategy within the Capital Improvement Program to implement safety improvements stemming from the Local Roadway Safety Plan.
- Developed Rocklin's first Active Transportation Program. This initiative includes a review of non-motorized transportation infrastructure to enhance the City's eligibility for future funding opportunities.
- Designed and oversaw construction of the federally-funded ADA and pavement rehabilitation improvements on Park Drive between Stanford Ranch Road and Bay Street.
- Obtained City Council approval of the environmental document for the Rocklin Road/I-80 interchange project and the preferred alternative for design.

- Awarded a contract and commenced the design phase of the Monument Spring Drive Roadway and Bridge Improvements project. Additionally, began designing pickleball improvements at SWRA.
- Commenced the development of a bridge preventative maintenance program to enhance bridge safety.

CODE ENFORCEMENT

- Implemented sidewalk vending permits and non-commercial sign abatement enforcement.
- Maintained a high-efficient rating in efforts to safeguard public health, safety and welfare, achieving a 95.6% compliance rate in 2023. Opened 1,375 cases and closed 1,314 cases, with 61 cases carrying over to 2024.
- Documented 1,820 violations in the community and resolved 1,729 or 95% of the violations documented in 2023, with 91 remaining violations rolling over to 2024, demonstrating a high compliance rate in resolving community code enforcement issues.
- Achieved a high compliance rate in resolving code compliance issues by implementing a proactive code enforcement model, with proactive enforcement accounting for 48.4% and reactive/complaint-based enforcement for 51.6% of the total cases. Maintained efficient response times, averaging 0.5 days to address citizen complaints.

PLANNING SERVICES

- Processed land use entitlement applications and obtained approvals for various projects, including Pottery World Freeway Wall, Rocklin Volkswagen, Dutch Bros on Whitney Ranch Parkway, Whitney Ranch Unit 1 Subdivision, Wildcat West Subdivision, modification of the Estia project to increase the unit count, Lonetree Apartments Phase II, West Oaks Carwash, Extra Space Storage, Byers Gymnastics, West Oaks Apartments, University Square Shopping Center, and Development Agreements for both the Vista Oaks and Highlands Parcel A projects, as well as several time extensions for previously approved projects, and a tentative parcel map.
- Updated the City's Subdivision Ordinance and developed Objective Design Standards in compliance with SB 330.

GOALS AND OBJECTIVES

BUILDING SERVICES AND PERMIT CENTER

- Continued implementation of the electronic plan submission and review processes to enhance customer experience and streamline plan reviews. (*RESILIENT)*
- Enhance customer service by expanding the Online Permit Guide to cover Commercial building plan submissions, simplifying the permit process and improving overall customer experience. (*RESILIENT)*
- Develop Permit Center and Building Division FAQs for the website to improve access to City information and customer service. (*RESILIENT)*
- Educate business owners on permitting and inspection processes, facilitating easier business opening. (*RESILIENT)*

ENGINEERING SERVICES

- Participate in regional coordination meetings with outside agencies to improve relationships and collaboration. *(RESILIENT)*

- Update City standard design specifications to streamline project planning and construction. (*RESILIENT, LIVABLE*)
- Coordinate the development of the Rocklin Active Transportation Program with the Placer County Transportation Planning Agency's (PCTPA) Countywide Active Transportation Program to ensure a cohesive network of trails and facilities throughout Rocklin and adjacent cities. *(LIVABLE)*
- Construct various Capital Improvement Program projects, including the Whitney Community Park pump track with parking lot, pedestrian traffic signal on Blue Oaks Boulevard at the open space, and crosswalk enhancements on Crest Drive at Valley View Elementary School. *(SAFE, RESILIENT*)
- Commence design, environmental work, and right-of-way assessment on new projects for enhanced safety and congestion reduction. These projects include but not limited to, the Sunset Boulevard Widening Project (Highway 65 to University Avenue), Rocklin Road widening (Aguilar Road to Sierra College Boulevard), and the At-Grade Railroad Roadway and Pedestrian Improvements project to ultimately provide additional roadway capacity, enhance safety and reduce congestion. *(SAFE, RESILIENT)*

CODE ENFORCEMENT

- Maintain and improve code compliance rates and resolve violations to further align the proactive rate with reactive rate. *(LIVABLE)*
- Ensure compliance with Code Enforcement Officer safety standards, providing necessary safety equipment and training as mandated by SB 296. *(SAFE)*
- Research best practices to address vacant/abandoned structures and substandard structures. *(SAFE, LIVABLE)*

PLANNING SERVICES

- Update the Rocklin Municipal Code to comply with state regulations and changes. *(LIVABLE)*
- Update the Circulation Element, along with the associated Environmental Impact Report and Traffic Impact Fees. *(RESILIENT)*
- Amend the Rezones and General Plan, addressing the City's Available Sites Inventory and meeting the RHNA identified in the 2021-2029 Housing Element, while also processing California Environmental Quality Act documents. *(LIVABLE, VIBRANT)*
- Conduct a housing conditions survey and assess local rehabilitation needs. *(SAFE, LIVABLE)*
- Evaluate and process land use entitlement applications, forwarding them for public hearings. *(LIVABLE, RESILIENT, VIBRANT)*
- Conduct a comprehensive update of the City's Zoning Code and Map. *(RESILIENT, VIBRANT)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

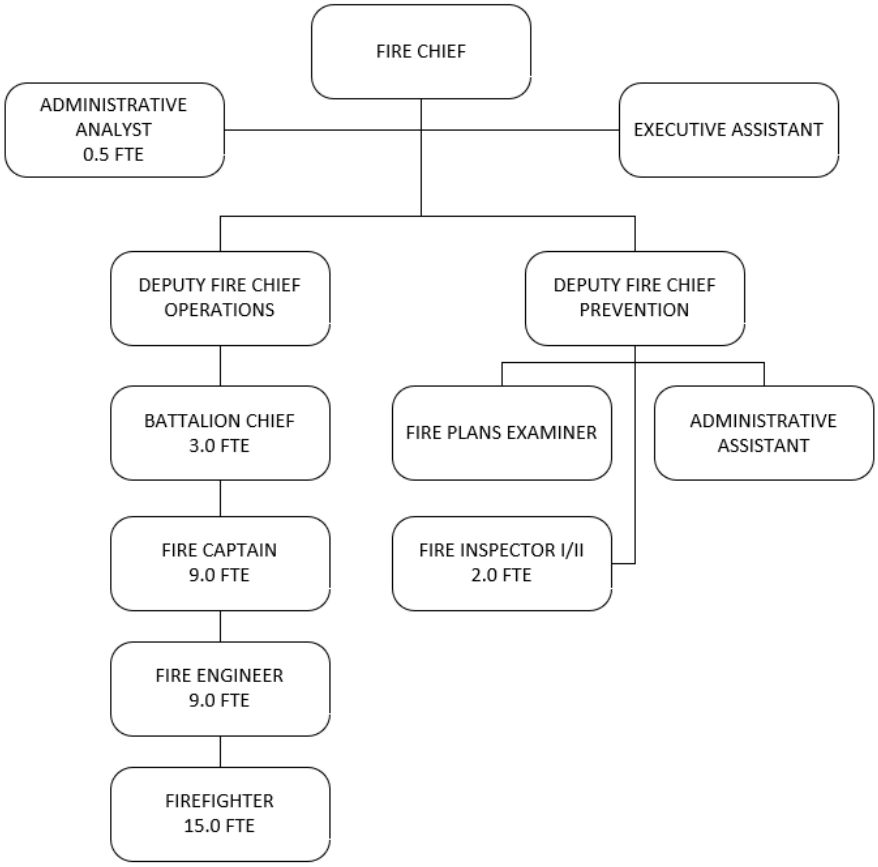
- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Assistant	-	-	-	1.00	1.00	-
Administrative Techician	-	-	-	1.00	1.00	-
Assistant Civil Engineer	-	-	1.00	1.00	1.00	-
Assistant Planner	1.00	1.00	1.00	1.00	1.00	-
Associate Civil Engineer	1.00	1.00	2.00	2.00	2.00	-
Building Division Supervisor	1.00	-	-	-	-	-
Building Inspector I/II	2.00	3.00	3.00	3.00	3.00	-
Chief Building Official	1.00	1.00	1.00	1.00	1.00	-
City Engineer/Deputy Director	-	1.00	1.00	1.00	1.00	-
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00	-
Code Enforcement Program Manager	1.00	1.00	1.00	1.00	1.00	-
Code Enforcement Technician	1.00	1.00	1.00	1.00	1.00	-
Director of Community Development	1.00	1.00	1.00	1.00	1.00	-
Director of Long Range Planning & Housing	1.00	1.00	1.00	-	-	-
Housing Specialist	1.00	1.00	-	-	-	-
Manager of Planning Services	1.00	1.00	1.00	1.00	1.00	-
Office Assistant I/II	2.00	-	-	-	-	-
Permit Center Coordinator	1.00	-	-	-	-	-
Permit Center Supervisor	-	1.00	1.00	1.00	1.00	-
Planning/Building Technician I/II	4.00	7.00	7.00	7.00	7.00	-
Principal Planner	-	-	-	1.00	1.00	-
Public Services Business Technician	-	-	1.00	-	-	-
Senior Code Enforcement Officer	1.00	-	-	-	-	-
Senior Construction Inspector	-	-	1.00	1.00	1.00	-
Senior Dept Administrative Specialist	1.00	1.00	1.00	-	-	-
Senior Office Assistant	1.00	-	-	-	-	-
Senior Planner	2.00	2.00	2.00	2.00	2.00	-
TOTAL	**25.00**	**25.00**	**28.00**	**28.00**	**28.00**	**-**
FUNDING SOURCES						
General Fund	4,604,337	4,681,112	6,014,100	6,446,715	6,339,000	(107,715)
Bicycle and Pedestrian	-	-	100,000	100,000	-	(100,000)
CASp Certification & Training	-	-	-	-	10,000	10,000
CDBG - Covid-19 Cares Act	57,477	338,611	-	-	-	-
CDBG - HUD Entitlement	95,517	91,784	50,000	50,000	-	(50,000)
CFD No. 6 Open Space Maintenance	-	-	16,800	16,800	-	(16,800)
Community Facilities District No. 5	-	-	50,500	50,500	-	(50,500)
Gas Tax	-	-	98,400	98,400	-	(98,400)
Grants/Other Reimbursables	-	-	-	-	101,000	101,000
Low & Moderate Income Housing Asset	216,391	240,066	-	4,788	-	(4,788)
Oak Tree Mitigation Fees	3,578	2,719	4,800	4,800	2,400	(2,400)
Sales Tax SB 325	-	70	4,433,900	4,972,721	2,533,400	(2,439,321)
Streets Sr/Grants Fund	-	-	5,470,500	7,023,018	3,550,000	(3,473,018)
Technology Fee	34,560	40,661	35,000	35,000	40,000	5,000
Traffic Circulation Impact Fee	2,225	1,307	2,021,500	2,051,500	668,000	(1,383,500)
Landscaping & Lighting Maint. District No. 2	-	-	33,500	33,500	-	(33,500)
Whitney Ranch Interchange Fees	-	-	-	-	747,300	747,300
Whitney Ranch Trunk Sewer Project	-	-	-	3,109	-	(3,109)
TOTAL	**5,014,085**	**5,396,330**	**18,329,000**	**20,890,851**	**13,991,100**	**(6,899,751)**
Department Revenues	6,092,586	5,930,288	10,405,800	11,958,320	8,870,000	(3,088,320)
Net Resources/(Uses)	**$ 1,078,501**	**$ 533,958**	**$ (7,923,200)**	**$ (8,932,531)**	**$ (5,121,100)**	**$ 3,811,431**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
DIVISION BUDGET SUMMARY						
Building	2,145,619	2,235,874	2,396,400	2,396,400	2,692,300	295,900
Code Enforcement	388,350	367,349	441,300	441,300	429,100	(12,200)
Engineering	352,766	382,407	13,004,200	15,146,956	8,385,700	(6,761,256)
Housing	440,783	762,714	-	-	-	-
Planning	1,668,477	1,629,634	2,468,700	2,887,795	2,465,500	(422,295)
Planning Commission	18,090	18,352	18,400	18,400	18,500	100
TOTAL	**$ 5,014,085**	**$ 5,396,330**	**$18,329,000**	**$20,890,851**	**$13,991,100**	**$ (6,899,751)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	3,086,508	3,156,333	4,176,600	4,176,600	4,692,700	516,100
Subtotal Staffing	**3,086,508**	**3,156,333**	**4,176,600**	**4,176,600**	**4,692,700**	**516,100**
Contracted Services						
Professional Services	1,345,295	1,728,426	2,532,600	3,033,120	2,429,400	(603,720)
Maintenance Contracts	-	-	18,000	33,200	20,000	(13,200)
Subtotal Professional Services	**1,345,295**	**1,728,426**	**2,550,600**	**3,066,320**	**2,449,400**	**(616,920)**
Operating Expenses						
Advertising	-	-	20,000	20,000	15,000	(5,000)
Communications	9,812	9,684	14,400	14,400	11,500	(2,900)
Licenses and Memberships	3,978	5,715	147,300	132,100	213,100	81,000
Non-Capital Equipment	2,166	1,072	3,800	9,909	2,800	(7,109)
Other Operating Expenses	67,560	65,660	35,000	35,000	40,000	5,000
Supplies	22,476	27,124	29,400	29,400	29,300	(100)
Travel/Training/Meals	8,734	7,659	17,700	16,700	23,700	7,000
Vehicle O&M/Fuel	35,875	31,584	53,200	53,200	71,300	18,100
Vehicle Replacement	27,158	17,225	28,400	28,400	48,600	20,200
Subtotal Operating Expenses	**177,758**	**165,723**	**349,200**	**339,109**	**455,300**	**116,191**
Other Uses						
Engineering Transfer Out	-	-	-	-	61,900	61,900
Transfer to Technology Fee	264,899	204,616	265,500	265,500	291,800	26,300
Transfer to General Fund	139,625	141,232	50,000	50,000	50,000	-
Subtotal Other Uses	**404,524**	**345,848**	**315,500**	**315,500**	**403,700**	**88,200**
Capital Outlay	**-**	**-**	**10,937,100**	**12,993,322**	**5,990,000**	**(7,003,322)**
TOTAL	**$ 5,014,085**	**$ 5,396,330**	**$18,329,000**	**$20,890,851**	**$13,991,100**	**$ (6,899,751)**

Fire

The Fire Department provides response to emergencies throughout the City in an effort to minimize injuries, loss of life, property and environmental damage. The mission of the Fire Department is to minimize risk, increase safety, and improve the quality of life in our community by responding quickly, solving problems and being nice.



The department consists of four divisions: Fire Administration, Field Operations, Fire Prevention and Emergency Management.

FIRE ADMINISTRATION DIVISION

The Fire Administration Division is responsible for managing department contracts, recruiting and promoting personnel, purchasing personal protective equipment (PPE), apparatus acquisition, overseeing the department's operating budget, and providing general information to the public.

FIELD OPERATIONS DIVISION

The Field Operations Division is responsible for all emergency and non-emergency responses in the community, which include response to fires, medical emergencies, technical rescues, motor vehicle accidents, hazardous materials, and other natural or man-made disasters.

FIRE PREVENTION DIVISION

Fire Prevention supports the community by providing fire plan review services for new and tenant improvement projects, conducting life safety inspections, providing operational permits for increased hazards, investigation of suspicious fires, and providing public education to reduce the occurrence of fires and other hazardous conditions.

EMERGENCY MANAGEMENT DIVISION

Emergency Management is responsible for the oversight of the City's Emergency Operations Center (EOC) and serves at the will of the Director of Emergency Services (City Manager) to provide and coordinate training, policy development, staffing, and activations of the EOC.

ACCOMPLISHMENTS

FIRE ADMINISTRATION

- Installed a new fire station alerting system in 2023, enhancing dispatch efficiency.
- Successfully secured a Homeland Security Grant for four multi-band portable radios, facilitating seamlessly communication with neighboring jurisdictions.
- Enhanced security at critical facilities, in collaboration with Public Works, by installing fencing around Fire Station 24 and Fire Station 25.
- Acquired a therapy canine to support firefighter mental wellness.
- Collaborated with the City Manager's Office to secure an architectural consultant for the fourth fire station.

FIRE OPERATIONS

- Responded to 6,216 incidents in 2023, including emergency medical services, fires, and other hazardous conditions.
- Provided mutual aid to other communities 252 times.
- Conducted two successful fire-related rescues.
- Procured new life saving air management tools for Fire Paramedics.
- Implemented mobile medical documentation for Paramedics, enabling real-time patient care and treatment documentation.

FIRE PREVENTION

- Delivered public education at 34 community events, covering Cardiopulmonary Resuscitation (CPR), fire extinguisher usage, and fire hazard mitigation.
- Hired two Fire Inspectors to conduct annual state-mandated inspections of high-hazard facilities.
- Completed 139 initial fire inspections and 623 final fire inspections in 2023, with the Fire Prevention Plans Examiner reviewing 520 initial fire plan examinations.
- Conducted 22 fire investigations, resulting in five arrests for arson out of eight classified arson cases.
- Implemented mobile inspection software to streamline operations and customer service.

EMERGENCY MANAGEMENT

- Provided EOC training to City staff, outlining critical responsibilities during disasters.
- Upgraded Audio-Visual (AV) equipment in the EOC to enhance situational awareness for personnel.

GOALS AND OBJECTIVES

- Continue seeking grant opportunities to maintain and enhance service delivery. *(SAFE)*
- Expand the digital radio program to improve communications efficiency. *(SAFE)*
- Maintain fiscal responsibility by identifying areas for increased efficiencies. *(SUSTAINABLE)*
- Provide post-traumatic stress syndrome training for first responders. *(RESILIENT)*
- Enhance survivability for victims of fire, hazardous material release, entrapment, or other crisis incidents. *(SAFE)*
- Enhance the survivability of patients experiencing acute medical emergencies through citizen CPR education and training. *(SAFE)*
- Improve firefighter safety and survival by providing enhanced safety equipment and communications. *(SAFE)*
- Strengthen programs aimed at reducing fire loss and enhancing community preparedness. *(LIVABLE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

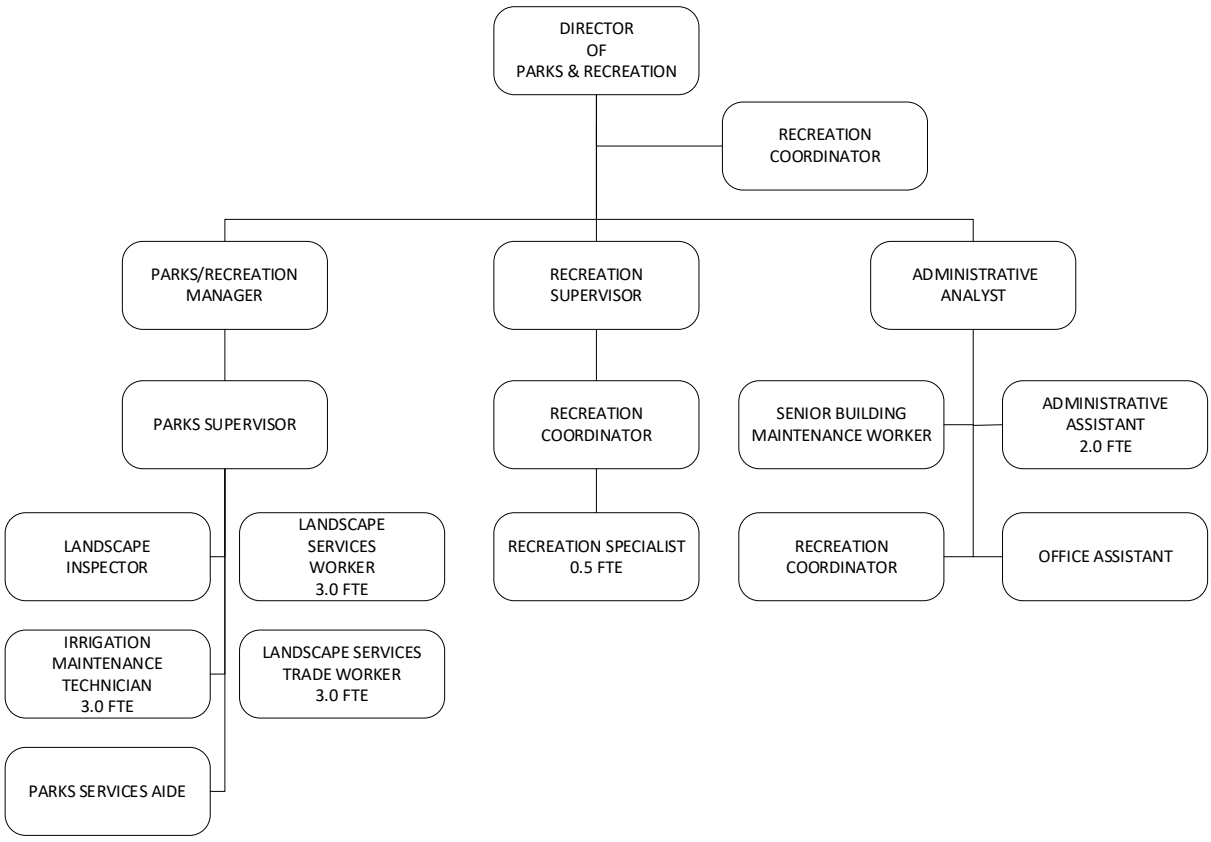
- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	0.50	0.50	0.50	0.50	0.50	-
Administrative Assistant	-	-	-	1.00	1.00	-
Battalion Chief	3.00	3.00	3.00	3.00	3.00	-
Deputy Fire Chief	2.00	2.00	2.00	2.00	2.00	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	-
Fire Captain	9.00	9.00	9.00	9.00	9.00	-
Fire Chief	1.00	1.00	1.00	1.00	1.00	-
Fire Engineer	9.00	9.00	9.00	9.00	9.00	-
Fire Inspector I/II	1.00	1.00	2.00	2.00	2.00	-
Fire Prevention Plans Examiner	1.00	1.00	1.00	1.00	1.00	-
Firefighter	15.00	15.00	15.00	15.00	15.00	-
Senior Office Assistant	1.00	1.00	1.00	-	-	-
TOTAL	**43.50**	**43.50**	**44.50**	**44.50**	**44.50**	**-**
FUNDING SOURCES						
General Fund	12,363,717	12,061,613	13,580,750	15,447,150	13,138,200	(2,308,950)
Capital Construction Fees	-	-	-	15,000	25,000	10,000
Community Facilities District No. 1	2,092,017	2,268,807	2,284,300	2,284,300	2,410,200	125,900
Grants/Other Reimbursables	-	-	-	13,000	-	(13,000)
TOTAL	**14,455,734**	**14,330,420**	**15,865,050**	**17,759,450**	**15,573,400**	**(2,186,050)**
Department Revenues	2,921,833	3,107,379	5,103,800	5,116,800	5,438,200	321,400
Net Resources/(Uses)	**$ (11,533,901)**	**$ (11,223,041)**	**$ (10,761,250)**	**$ (12,642,650)**	**$ (10,135,200)**	**$ 2,507,450**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
DIVISION BUDGET SUMMARY						
Administration	3,118,989	3,216,844	3,613,600	3,888,600	3,594,200	(294,400)
Emergency Management	-	6,631	7,000	7,000	12,700	5,700
Field Operations	10,871,568	10,331,315	11,214,750	12,832,581	11,098,500	(1,734,081)
Fire Prevention	465,177	775,630	1,029,700	1,031,269	868,000	(163,269)
TOTAL	**$ 14,455,734**	**$ 14,330,420**	**$ 15,865,050**	**$ 17,759,450**	**$ 15,573,400**	**$ (2,186,049)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	10,035,128	10,477,031	11,409,600	11,409,600	11,343,300	(66,300)
Subtotal Staffing	**10,035,128**	**10,477,031**	**11,409,600**	**11,409,600**	**11,343,300**	**(66,300)**
Contracted Services						
Professional Services	189,514	139,810	222,800	222,300	203,900	(18,400)
Maintenance Contracts	43,811	40,795	53,550	58,550	78,300	19,750
Subtotal Professional Services	**233,325**	**180,605**	**276,350**	**280,850**	**282,200**	**1,350**
Operating Expenses						
Advertising	-	-	-	1,800	1,100	(700)
Communications	33,115	15,981	16,800	18,080	18,000	(80)
Licenses and Memberships	12,679	4,933	7,800	6,350	15,000	8,650
Non-Capital Equipment	108,907	150,138	148,300	236,620	141,500	(95,120)
Other Operating Expenses	-	7	-	-	-	-
Placer County Collection Fee	20,834	22,660	22,800	22,800	24,100	1,300
Recruitments	291	1,358	4,000	4,000	4,000	-
Rental/Lease	-	-	-	1,050	1,200	150
Repair & Maintenance	2,778	14,012	21,500	21,500	22,000	500
Supplies	103,735	100,626	101,400	96,825	87,700	(9,125)
Travel/Training/Meals	33,093	31,784	57,900	53,875	53,500	(375)
Uniforms	17,986	23,596	10,200	22,086	16,500	(5,586)
Vehicle O&M/Fuel	845,176	938,626	1,156,700	1,156,700	1,098,300	(58,400)
Vehicle Replacement	932,366	107,647	83,000	1,603,614	-	(1,603,614)
Subtotal Operating Expenses	**2,110,960**	**1,411,368**	**1,630,400**	**3,245,300**	**1,482,900**	**(1,762,400)**
Other Uses						
Transfer to Technology Fee	5,138	15,269	12,200	12,200	14,400	2,200
Transfer to General Fund	2,071,182	2,246,147	2,261,500	2,261,500	2,386,100	124,600
Subtotal Other Uses	**2,076,320**	**2,261,416**	**2,273,700**	**2,273,700**	**2,400,500**	**126,800**
Capital Outlay	**-**	**-**	**275,000**	**550,000**	**64,500**	**(485,500)**
TOTAL	**$14,455,733**	**$14,330,420**	**$15,865,050**	**$17,759,450**	**$15,573,400**	**$ (2,186,050)**

Parks and Recreation

The Parks and Recreation Department provides parks, facilities and recreation experiences to enhance quality of life.



The department consists of three divisions: Business Services, Recreation, and Parks.

BUSINESS SERVICES DIVISION

The Business Services Division provides services in budgeting, finance, administration, facility maintenance, operations, rentals, marketing, and public information.

RECREATION DIVISION

The Recreation Division provides services in recreation programs, park and field rentals, league group operations, and special events.

PARKS DIVISION

The Parks Division provides services in new landscape construction, park maintenance and inspections, special projects, park lighting and renovations, weed abatement, pesticide program, and water management.

ACCOMPLISHMENTS

BUSINESS SERVICES

- Awarded the SWRA Building Demolition Contract to demolish and remove existing clubhouse buildings as identified in the SWRA Master Plan.
- Awarded Parks Mow & Landscaping Services Agreement for 2024-2026 for the landscape maintenance of all City parks and facilities.
- Completed rental facility upgrades at the Rocklin Event Center.
- Processed more than 2,500 rentals for City facilities in 2023.
- Executed Agreement for Quarry Park Concert Series Production Management to outside promoter and producer.

RECREATION

- Reintroduced Adult Sport programming in 2024, featuring Volleyball, Pickle Ball, Kickball, and Softball.
- Provided all-day weekly summer camps at the Rocklin Community Center.
- Provided recreational classes to the community, drawing over 1,050 program participants. New classes included Archery, Inclusive Dance, Chess Wizards, and Soccer Stars.
- Processed over 1,800 private rentals/permits for City fields and sports facilities.
- Hosted seven concerts, over 25 community and co-sponsored events, and the Premiere Showcase Softball Tournament in 2023.

PARKS

- Completed the demolition of SWRA Buildings and the Historical Society Surfacing Machine Project at Quarry Park.
- Opened the Sierra Pine Neighborhood Park, increasing Rocklin's total parks to 38.
- Awarded a contract for the design and construction of the Whitney Park Asphalt Pump Track.
- Completed the SWRA Master Plan Phase I Construction Design Contract.

GOALS AND OBJECTIVES

BUSINESS SERVICES

- Increase utilization of City facilities through comprehensive strategies including marketing, technology, facility enhancements, and pricing adjustments, ensuring services are readily available to residents. *(VIBRANT, LIVEABLE)*
- Develop and implement departmental mission, vision, values, along with strategic goals and objectives. *(SAFE, LIVEABLE, VIBRANT, RESILIENT, SUSTAINABLE)*
- Continue seeking grant opportunities and increasing grant applications to secure additional funding. *(SUSTAINABLE)*
- Update the Parks Infrastructure Reserve Study and collaborate with Finance to establish suitable replacement funds, ensuring the long-term sustainability of park facilities. *(SUSTAINABLE)*

RECREATION

- Expand programs and activities offered, with an emphasis on preschool-age children and teens. *(LIVEABLE)*
- Enhance recreation programs to ensure inclusivity across all ages and abilities. *(LIVEABLE)*
- Commence STEAM (Science, Technology, Engineering, Arts and Mathematics) programming and cooking classes, broadening recreational opportunities for residents. *(LIVEABLE)*

- Expand adult sports and health-related programs to cater to diverse recreational preferences within the community. *(LIVEABLE)*
- Introduce "Floating Movie Nights" at RHS Pool to the 2024 Event Schedule, providing a novel recreational experience for the community. *(LIVEABLE)*
- Expand Premiere Showcase Softball Tournament in 2024 to incorporate additional fields, teams, and tourism. *(LIVEABLE, SUSTAINABLE)*

PARKS

- Continue to implement the SWRA Master Plan to enhance park amenities for the community. *(LIVEABLE)*
- Complete construction of the Whitney Park Asphalt Pump Track project. *(LIVEABLE)*
- Establish a succession plan within the Parks Division to ensure continuity and service delivery. *(SUSTAINABLE)*
- Increase Park revenue through Cell Tower carrier replacements, co-locations and new additions. *(SUSTAINABLE)*
- Utilize master planning processes to guide future park development, offering amenities not currently available. *(LIVEABLE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- Added a Parks Division Supervisor (1.0 FTE) position for park maintenance and operations. This position is funded by Community Facilities District No. 5 and the General Fund.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	1.00	1.00	1.00	1.00	1.00	-
Administrative Assistant	-	-	-	2.00	2.00	
Director of Parks and Recreation	1.00	1.00	1.00	1.00	1.00	-
Irrigation Maintenance Technician	2.00	3.00	3.00	3.00	3.00	-
Landscape Inspector	1.00	1.00	1.00	1.00	1.00	-
Landscape Services Trade Worker	3.00	3.00	3.00	3.00	3.00	-
Landscape Services Worker	3.00	3.00	3.00	3.00	3.00	-
Office Assistant I/II	1.47	1.47	1.00	1.00	1.00	-
Parks Division Supervisor	-	-	-	-	1.00	1.00
Parks/Recreation Manager	1.00	1.00	1.00	1.00	1.00	-
Parks Services Aide	-	1.00	1.00	1.00	1.00	-
Program Assistant II	1.41	-	-	-	-	-
Recreation Coordinator	1.00	2.00	3.00	3.00	3.00	-
Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	-
Recreation Specialist	-	-	-	0.50	0.50	-
Senior Building Maintenance Worker	1.00	1.00	1.00	1.00	1.00	-
Senior Dept Administrative Specialist	1.00	1.00	1.00	-	-	-
Senior Office Assistant	1.00	1.00	1.00	-	-	-
Senior Program Assistant	0.47	-	-	-	-	-
Special Events Production Coordinator	0.47	0.47	0.50	-	-	-
TOTAL	**20.82**	**21.94**	**22.50**	**22.50**	**23.50**	**1.00**

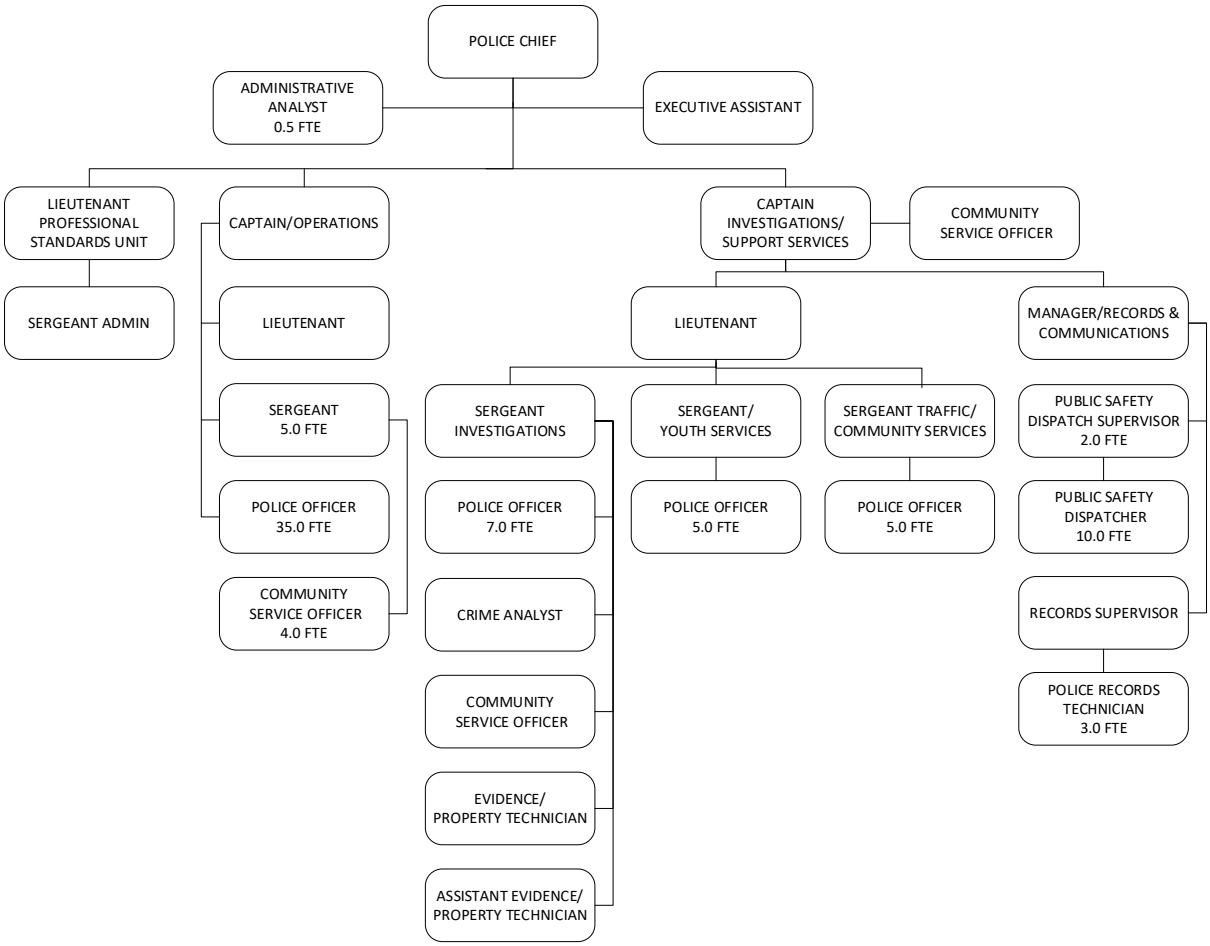
	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
FUNDING SOURCES						
General Fund	4,377,866	5,446,422	6,524,900	9,163,908	5,829,300	(3,334,608)
American Disabilities Act	-	-	-	-	-	-
CASp Certification & Training	-	-	-	-	-	-
Community Facilities District No. 5	2,331,854	2,338,422	2,739,300	2,801,100	2,878,000	76,900
Community Park Fees	5,571	6,838	-	-	-	-
Grants/Other Reimbursables	354,238	73,714	-	400,000	-	(400,000)
North West Rocklin Community Park Fees	-	19,515	-	900,485	-	(900,485)
Oak Tree Mitigation Fees	64,869	67,299	74,000	74,000	79,000	5,000
Park Development Fees	-	44,488	-	-	-	-
Park Tax Special Assessment	637,420	653,165	653,200	653,200	659,000	5,800
Quarry Park Amphitheater Events	25,023	168,076	295,100	295,100	127,500	(167,600)
Recreation Facilities Contribution	-	-	-	-	-	-
Technology Fee	51,497	48,758	40,000	40,000	57,500	17,500
TOTAL	**7,848,338**	**8,866,697**	**10,326,500**	**14,327,793**	**9,630,300**	**(4,697,493)**
Department Revenues	3,254,151	3,583,695	5,828,100	5,804,000	4,184,300	(1,619,700)
Net Resources/(Uses)	**$ (4,594,187)**	**$ (5,283,002)**	**$ (4,498,400)**	**$ (8,523,793)**	**$ (5,446,000)**	**$ 3,077,793**

DIVISION BUDGET SUMMARY						
Business Services	912,448	815,585	1,326,300	1,326,300	846,700	(479,600)
Parks	5,923,328	6,667,367	7,352,800	11,274,093	7,058,700	(4,215,393)
Recreation	1,012,562	1,383,746	1,647,400	1,727,400	1,724,900	(2,500)
TOTAL	**$ 7,848,338**	**$ 8,866,697**	**$ 10,326,500**	**$ 14,327,793**	**$ 9,630,300**	**$ (4,697,493)**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	2,477,120	2,601,371	3,037,900	3,097,900	3,385,700	287,800
Subtotal Staffing	**2,477,120**	**2,601,371**	**3,037,900**	**3,097,900**	**3,385,700**	**287,800**
Contracted Services						
Professional Services	1,789,904	2,115,030	1,973,000	1,979,858	1,885,500	(94,358)
Maintenance Contracts	-	-	5,200	5,200	-	(5,200)
Subtotal Professional Services	**1,789,904**	**2,115,030**	**1,978,200**	**1,985,058**	**1,885,500**	**(99,558)**
Operating Expenses						
Advertising	14,905	38,174	80,000	80,000	62,000	(18,000)
Communications	37,380	50,774	54,600	54,600	67,800	13,200
Licenses and Memberships	18,359	25,826	32,800	32,800	29,200	(3,600)
Non-Capital Equipment	13,174	29,057	27,500	27,500	32,500	5,000
Other Operating Expenses	46,423	48,758	40,000	40,000	55,000	15,000
Placer County Collection Fee	6,393	6,532	6,500	6,500	6,600	100
Rental/Lease	311,640	366,627	369,900	369,900	443,800	73,900
Repair & Maintenance	199,200	279,234	270,000	270,000	168,000	(102,000)
Structure Maintenance Allocati	-	80	-	-	-	-
Supplies	415,765	453,637	614,800	625,550	626,900	1,350
Travel/Training/Meals	11,800	9,444	21,000	26,000	25,000	(1,000)
Uniforms	2,629	966	1,000	1,000	1,400	400
Utilities	1,129,922	1,088,364	1,207,000	1,207,000	1,429,300	222,300
Vehicle O&M/Fuel	204,535	210,054	252,600	252,600	259,700	7,100
Vehicle Replacement	112,884	-	185,900	309,500	-	(309,500)
Subtotal Operating Expenses	**2,525,009**	**2,607,527**	**3,163,600**	**3,302,950**	**3,207,200**	**(95,750)**
Other Uses						
Transfer to General Fund	631,027	646,633	1,070,800	1,070,800	652,400	(418,400)
Transfer to Technology Fee	71,040	45,918	76,000	76,000	79,500	3,500
Subtotal Other Uses	**702,067**	**692,551**	**1,146,800**	**1,146,800**	**731,900**	**(414,900)**
Capital Outlay	**354,238**	**850,218**	**1,000,000**	**4,795,085**	**420,000**	**(4,375,085)**
TOTAL	**$ 7,848,338**	**$ 8,866,697**	**$ 10,326,500**	**$ 14,327,793**	**$ 9,630,300**	**$ (4,697,493)**

Police

The Rocklin Police Department provides law enforcement services to the citizens of Rocklin.



The Department consists of three divisions: Administration, Operations, and Support Services.

ADMINISTRATION DIVISION

The Administration Division provides support to other divisions of the department. It also includes the Professional Standards Unit (PSU), which is primarily responsible for protecting the integrity and reputation of the Police Department. This entails managing the agency's mandated training requirements to overseeing the complaint and commendation processes of police personnel. The PSU, in collaboration with Human Resources, coordinates testing, interviewing and background investigations to recruit the best possible candidates.

OPERATIONS DIVISION

The Operations Division is the largest division in the Department, and consists of several police units including Patrol, SWAT, Animal Control, Canine, Reserve Program, Field Training, and Community Services.

SUPPORT SERVICES DIVISION

The Support Services Division consists of the Communications Center, Records, Technical Services, Crime Prevention, Volunteers and our Investigative Units. The internal Investigative Units include, but are not limited to: Detectives, Community Oriented Policing and Problem Solving (COPPS), Traffic/Motors, and our Youth Services Unit covering Sierra College, Rocklin High School, Whitney High School, Victory High School, all Rocklin Unified Middle and Elementary Schools. Additionally, RPD Officers in this Division are assigned to the following regional taskforces: Placer County Special Investigations Unit (SIU), the Regional Auto Theft Task Force (RATTF), and TRIDENT.

ACCOMPLISHMENTS

- The newly created COPPS Unit worked in collaboration with Code Enforcement to clear 165 debris sites associated with the unhoused population, while facilitating connections for 30 individuals with various services.
- Successfully established a Rocklin Police Department sub-station on the west side of the city, providing officers in the area with a dedicated location for report writing and conducting interviews, thereby eliminating the need for travel across town. Since its opening, the sub-station has contributed to an approximate 40-second reduction in response time for Beat 4.
- Secured a $300,000 grant to replace the command trailer, enhancing emergency coordination with a new mobile command center.
- Increased the department's presence and engagement across various social media platforms, enhancing community outreach, problem-solving, investigations, and crime prevention.
- Developed a recruitment-specific website for the Department tailored to potential applicants already in the industry, providing comprehensive information for Lateral Police Officer candidates.
- Coordinated and participated in over 20 community meetings and outreach events, including but not limited to, Every 15 minutes, Neighborhood Watch Block Captain Meetings, Coffee with a Cop, Traffic Committee Town Hall, Rocklin Chamber of Commerce presentations, and lunchtime events at Rocklin middle schools.
- Expanded the department's communication capabilities by acquiring additional digital radios, enhancing interoperability and efficiency in collaboration with allied agencies.

GOALS AND OBJECTIVES

- Continue to build and shape the Rocklin Intelligence Center to best fit the needs of this community. Work collaboratively with allied agencies to share information and increase crime solvability potential. *(SAFE)*
- Provide professional training that fosters the development of employees to achieve career goals and excel both professionally and personally. Equip our workforce with the essential knowledge and skills required to deliver the highest standards of police services to the community. *(SAFE)*
- Continue to promote recruitment efforts and explore innovative strategies to attract highly qualified individuals. *(SAFE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- None.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	0.50	0.50	0.50	0.50	0.50	-
Assistant Evidence/Property Technician	-	-	-	1.00	1.00	
Community Service Officer	6.00	6.00	6.00	6.00	6.00	-
Crime Analyst	1.00	1.00	1.00	1.00	1.00	-
Evidence/Property Technician	1.47	1.47	1.50	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	-
Manager of Police Records and Comm	1.00	1.00	1.00	1.00	1.00	-
Police Captain	2.00	2.00	2.00	2.00	2.00	-
Police Chief	1.00	1.00	1.00	1.00	1.00	-
Police Clerk	0.47	0.47	0.50	-	-	-
Police Lieutenant	3.00	3.00	3.00	3.00	3.00	-
Police Officer	48.00	50.00	52.00	52.00	52.00	-
Police Records Clerk	3.00	3.00	3.00	-	-	-
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00	-
Police Records Technician	-	-	-	3.00	3.00	-
Police Sergeant	9.00	9.00	9.00	9.00	9.00	-
Public Safety Dispatch Supervisor	2.00	2.00	2.00	2.00	2.00	-
Public Safety Dispatcher I/II	10.00	10.00	10.00	10.00	10.00	-
TOTAL	**90.44**	**92.44**	**94.50**	**94.50**	**94.50**	**-**

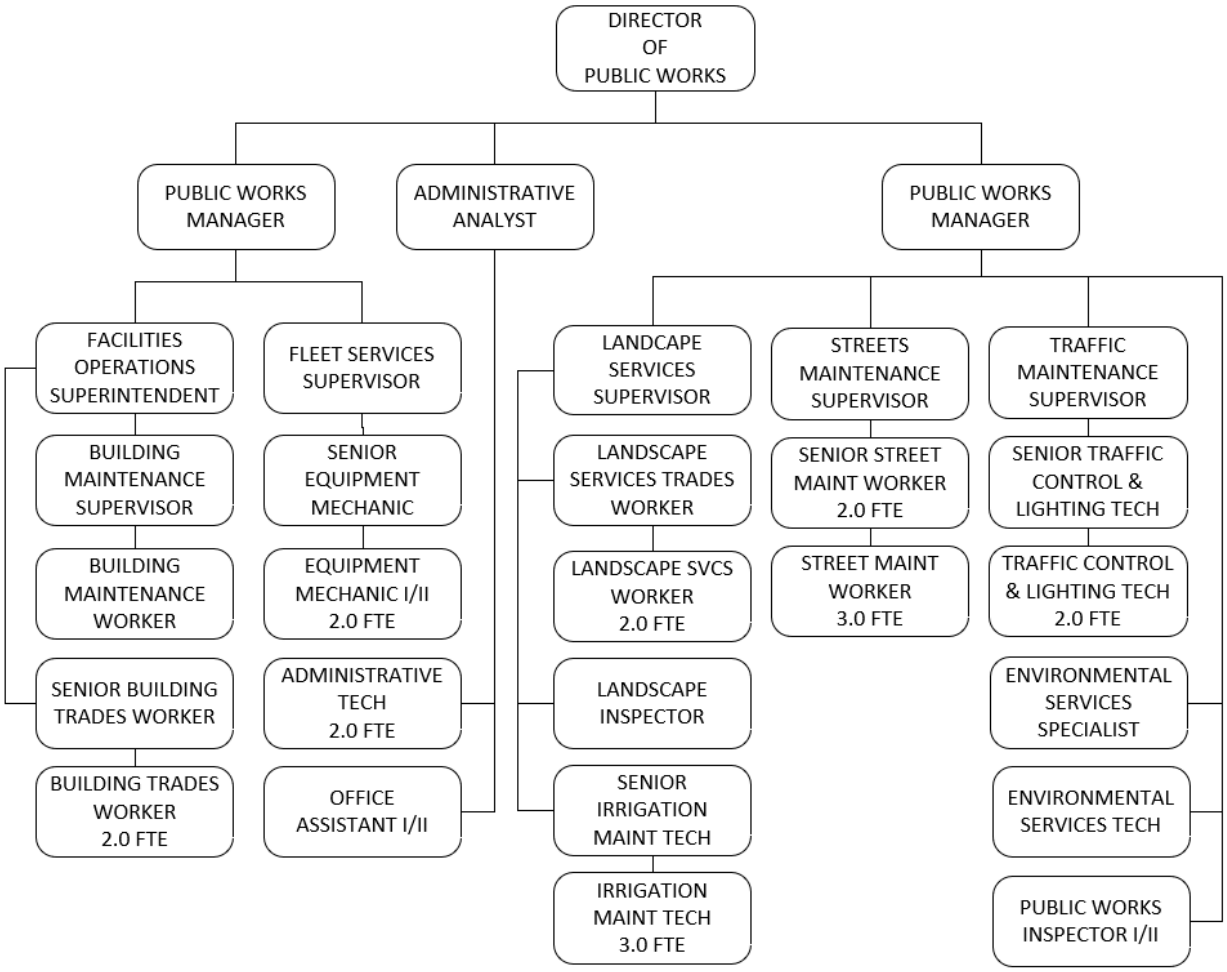
FUNDING SOURCES						
General Fund	19,328,096	27,541,843	23,931,150	24,864,197	24,190,400	(673,797)
Asset Forfeiture - State	144,045	94,538	50,000	85,874	65,000	(20,874)
Grants/Other Reimbursables	92,640	-	-	-	-	-
Low & Moderate Income Housing Asset	-	-	2,500	2,500	2,500	-
Quarry Park Amphitheater Events	13,591	14,560	8,800	8,800	12,500	3,700
Supp Law Enforcement Services AB 3229	173,673	181,147	189,300	189,300	190,000	700
Traffic Safety/Police Grants	443,199	319,978	186,700	677,510	130,700	(546,810)
TOTAL	**20,195,244**	**28,152,066**	**24,368,450**	**25,828,181**	**24,591,100**	**(1,237,081)**
Department Revenues	2,322,001	8,829,572	1,851,500	2,342,310	1,787,000	(555,310)
Net Resources/(Uses)	**$ (17,873,243)**	**$ (19,322,494)**	**$ (22,516,950)**	**$ (23,485,871)**	**$ (22,804,100)**	**$ 681,771**

DIVISION BUDGET SUMMARY						
Administration	1,562,093	1,851,750	2,166,700	2,179,653	1,778,200	(401,453)
Investigations	4,725,907	4,932,764	5,455,400	5,511,823	6,590,500	1,078,677
Operations	11,367,689	18,587,395	13,578,800	14,918,233	13,107,500	(1,810,733)
Support Services	2,539,555	2,780,157	3,167,550	3,218,472	3,114,900	(103,572)
TOTAL	**$ 20,195,244**	**$ 28,152,066**	**$ 24,368,450**	**$ 25,828,181**	**$ 24,591,100**	**$ (1,237,082)**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	17,368,129	18,667,424	20,595,200	20,709,170	20,816,700	107,530
Subtotal Staffing	**17,368,129**	**18,667,424**	**20,595,200**	**20,709,170**	**20,816,700**	**107,530**
Conracted Services						
Professional Services	225,677	318,069	622,700	652,062	516,600	(135,462)
Maintenance Contracts	276,285	325,654	194,100	268,823	390,600	121,777
Subtotal Professional Services	**501,962**	**643,723**	**816,800**	**920,885**	**907,200**	**(13,685)**
Operating Expenses						
Advertising	3,419	17,625	20,500	20,500	6,500	(14,000)
Communications	11,450	41,690	48,600	48,600	50,100	1,500
Insurance Premiums	4,259	6,622	9,000	9,000	9,500	500
Licenses and Memberships	17,632	10,279	20,850	20,850	11,700	(9,150)
Non-Capital Equipment	264,055	112,303	195,500	208,372	171,100	(37,272)
Other Operating Expenses	12,158	3,624	-	600	-	(600)
Recruitments	5,228	7,470	14,000	14,000	20,000	6,000
Rental/Lease	-	11,241	24,000	24,000	24,000	-
Repair & Maintenance	55,330	6,507	31,000	31,000	40,300	9,300
Reserve Officer Expense	3,732	2,014	7,000	7,000	7,300	300
Supplies	233,059	136,373	184,000	186,007	167,100	(18,907)
Travel/Training/Meals	84,941	159,755	107,700	112,400	122,100	9,700
Uniforms	36,827	33,992	80,000	125,647	103,500	(22,147)
Utilities	-	1,124	-	-	5,700	5,700
Vehicle O&M/Fuel	724,395	950,120	1,212,800	1,212,800	1,336,000	123,200
Vehicle Replacement	488,771	273,486	761,800	1,587,650	478,700	(1,108,950)
Subtotal Operating Expenses	**1,945,256**	**1,774,225**	**2,716,750**	**3,608,426**	**2,553,600**	**(1,054,826)**
Other Uses						
Transfer to General Fund	266,313	7,020,947	189,300	189,300	307,400	118,100
Transfer to Special Revenue Fund	3,143	11,442	44,400	44,400	-	(44,400)
Transfer to Technology Fee	3,422	3,850	6,000	6,000	6,200	200
Subtotal Other Uses	**272,878**	**7,036,239**	**239,700**	**239,700**	**313,600**	**73,900**
Capital Outlay	**107,019**	**30,455**	**-**	**350,000**	**-**	**(350,000)**
TOTAL	**$20,195,244**	**$28,152,066**	**$24,368,450**	**$25,828,181**	**$24,591,100**	**$ (1,237,081)**

Public Works

The primary responsibility of the Public Works Department is to maintain the City's infrastructure in support of the community, the City's General Plan, and other City departments. The department designs, builds, and maintains facilities and other public areas, coordinates street excavation and pavement maintenance work, manages the City's vehicle and equipment fleet, monitors water quality, and regulates street and sidewalk use while enhancing and protecting the public rights-of-way. The department's name was revised from Public Services to Public Works Department to better represent the comprehensive services it offers as part of the budget.



The department consists of seven divisions: Streets, Environmental Services, Landscape, Traffic, Facilities, Fleet Services and Administration.

STREETS DIVISION

The Streets Division is responsible for streets and alleys, storm water and creek maintenance, open space maintenance, and the City's rights-of-way.

ENVIRONMENTAL SERVICES DIVISION

The Environmental Services Division is responsible for federal/state/local regulatory processes, procedures, permitting, and programs. The City's grazing, weed abatement, environmental, related community partnerships, and departmental risk management oversight are managed by this division.

LANDSCAPE DIVISION

The Landscape Division manages and repairs all landscape on City-owned streets, rights-of-way, and pocket parks. This includes the installation and maintenance of all City-owned fencing within the City right-of-way.

TRAFFIC DIVISION

The Traffic Division is responsible for the safe and efficient movement of people, goods, and services throughout City roadways. The division manages the traffic signals, streetlights, and all signs and roadway markings.

FACILITIES DIVISION

The Facilities Division is responsible for the design, development, and maintenance of all City facilities, including City Administrative Offices, Police, Fire, Recreation, and Rental Facilities.

FLEET SERVICES DIVISION

The Fleet Services Division acquires and maintains all City vehicles, including fire trucks, police cars and construction and maintenance equipment.

ADMINISTRATION DIVISION

The Administration Division provides administrative assistance/support to all divisions within the department. This includes, but is not limited to, project bid development and tracking, contract documentation management, financial and budget development and monitoring, as well as general administrative duties.

ACCOMPLISHMENTS

- Completed Mountaingate Area Pavement Reconstruction, replacing existing asphalt with new pavement, extending the life of the roadways in the subdivision by 15 years.
- Completed the Springview Area Pavement Resurfacing project, applying a surface treatment to the roadway, increasing pavement longevity by 7 years.
- Completed approximately 60 ADA pedestrian ramp upgrades in the Springview Drive and Woodside Neighborhoods as part of the City's ADA Transition Plan.
- Completed pipelining of dual 72-inch corrugated metal pipes along Fairway Drive and Cameo Drive area, relining approximately 680 linear feet of 66-inch-wide corrugated metal pipe.
- Collaborated with PCWA on the initial phase of the watermain replacement along Midas Avenue between Argonaut Avenue and Clover Valley Road.
- Partnered with the Engineering Division, completed the design and construction of the Sunset Boulevard Median Reconfiguration Project near Pacific Street, and the Bradford/Wyckford Drainage and ADA improvements.
- Completed the Fire Station Security Fencing project at Fire Stations 24 and 25.
- Ordered Two Type III fire apparatus for construction, with anticipated delivery in summer of 2024.
- Completed the remodel of City Council Chambers to enhance ADA accommodations and community access.

- Continued implementation on SB 1383 organic waste reduction requirements by acquiring equipment for leaf collection services and coordinating with Placer County on Meal-Pass App for Rocklin businesses.
- Reduced the City's per intersection cost for the traffic cameras and service connections for the City's Intelligent Transportation System Network, facilitating future expansion of services to additional intersections at a fixed rate.

GOALS AND OBJECTIVES

- Implement rebranding process from Public Services to Public Works to better articulate interdepartmental changes that have occurred over the last several years. *(SUSTAINABLE)*
- Update the department-specific strategic plan to align the department's goals and objectives with each of the City's supporting pillars: Resilient, Vibrant, Livable, Sustainable, and Safe.
- Complete the City Hall Office Space Study to address operational challenges and current spatial requirements at City Hall. *(RESILIENT, SUSTAINABLE)*
- Collaborate with the Engineering Division to update the Stormwater Conveyance System and Drainage Infrastructure Prioritization Plan, identifying and prioritizing the remaining areas that need to be addressed. *(RESILIENT, SUSTAINABLE)*
- Update the City-wide Americans with Disability Act Transition Plan to set project priorities. *(RESILIENT)*
- Update the Infrastructure Reserve Study for Fleet and Facilities Divisions and collaborate with Finance to establish a funding plan for suitable replacement funds. *(RESILIENT, SUSTAINABLE)*

SIGNIFICANT CHANGES FROM THE PRIOR BUDGET

- Added one Landscape Inspector (1.0 FTE) position for inspection, construction, and repair of landscapes. This position is funded by Gas Tax, Landscape and Lighting Maintenance District No. 2 and Community Facilities District No. 5.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
Administrative Analyst	1.00	1.00	1.00	1.00	1.00	-
Administrative Technician	-	-	-	2.00	2.00	-
Assistant Civil Engineer	1.00	1.00	-	-	-	-
Associate Civil Engineer	1.00	1.00	-	-	-	-
Building Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	-
Building Maintenance Worker	1.00	1.00	1.00	1.00	1.00	-
Building Trades Worker	2.00	2.00	2.00	2.00	2.00	-
Director of Public Services	1.00	1.00	1.00	1.00	1.00	-
Environmental Services Specialist	1.00	1.00	1.00	1.00	1.00	-
Environmental Services Technician	1.00	1.00	1.00	1.00	1.00	-
Equipment Mechanic I/II	3.00	2.00	2.00	2.00	2.00	-
Facilities Operations Superintendent	1.00	1.00	1.00	1.00	1.00	-
Fleet Services Supervisor	1.00	1.00	1.00	1.00	1.00	-
Irrigation Maintenance Technician	3.00	3.00	3.00	3.00	3.00	-
Landscape Inspector	-	-	-	-	1.00	1.00
Landscape Services Supervisor	1.00	1.00	1.00	1.00	1.00	-
Landscape Services Trades Worker	1.00	1.00	1.00	1.00	1.00	-
Landscape Services Worker	1.00	1.00	2.00	2.00	2.00	-
Office Assistant I/II	1.00	1.00	1.00	1.00	1.00	-

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY (continued)						
Public Services Business Technician	1.00	2.00	2.00	-	-	-
Public Services Manager	2.00	2.00	2.00	2.00	-	(2.00)
Public Works Inspector I/II	1.00	1.00	1.00	1.00	1.00	-
Public Works Manager	-	-	-	-	2.00	2.00
Senior Building Trades Worker	1.00	1.00	1.00	1.00	1.00	-
Senior Construction Inspector	1.00	1.00	-	-	-	-
Senior Equipment Mechanic	-	1.00	1.00	1.00	1.00	-
Senior Irrigation Maintenance Technician	1.00	1.00	1.00	1.00	1.00	-
Senior Street Maintenance Worker	2.00	2.00	2.00	2.00	2.00	-
Senior Traffic Control and Lighting Tech	1.00	1.00	1.00	1.00	1.00	-
Street Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	-
Street Maintenance Worker I/II	3.00	3.00	3.00	3.00	3.00	-
Traffic Control and Lighting Technician	2.00	2.00	2.00	2.00	2.00	-
Traffic Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	-
TOTAL	**39.00**	**40.00**	**38.00**	**38.00**	**39.00**	**1.00**
FUNDING SOURCES						
General Fund	3,310,957	4,129,597	4,972,100	6,137,658	3,981,600	(2,156,058)
American Rescue Plan Act	100,295	9,069	500,000	528,900	-	(528,900)
Bicycle and Pedestrian	-	70,000	-	-	-	-
Boroski Landfill Monitoring	28,324	22,213	28,100	28,100	28,100	-
Capital Construction Fees	113,435	-	1,298,700	1,435,000	-	(1,435,000)
CDBG - HUD Entitlement	197,467	182,330	195,100	197,570	200,000	2,430
CFD No. 6 Open Space Maintenance	235,954	289,394	310,500	314,300	322,300	8,000
Community Facilities District No. 5	2,236,690	2,330,445	2,562,700	2,595,600	2,984,500	388,900
Gas Tax	1,471,830	1,447,854	707,100	1,054,289	1,491,300	437,011
Grants/Other Reimbursables	-	9,926	60,300	142,700	146,200	3,500
Lighting Maintenance District No. 1	234,683	236,925	231,800	234,400	229,900	(4,500)
Oak Tree Mitigation Fees	74,506	75,384	78,500	78,500	78,500	-
Public Facilities Impact Fees	-	96,800	-	-	-	-
Sales Tax SB 325	3,000,872	3,261,968	3,864,800	4,857,678	3,070,700	(1,786,978)
SB 1 - Road Maintenance & Rehabilitation	1,861,608	1,422,200	729,600	819,331	1,350,000	530,669
SB 325 Transit Fund	590,582	516,499	1,023,600	1,023,600	1,315,000	291,400
Streets Sr/Grants Fund	3,129,317	4,292,929	-	-	-	-
Traffic Circulation Impact Fee	-	805	-	-	-	-
Vehicle Fleet Management	2,474,894	2,710,657	3,459,800	3,688,987	3,609,100	(79,887)
Wetlands Maintenance Parcel 34	2,427	2,512	2,600	2,600	2,700	100
Whitney Ranch Interchange Fees	3,279	-	-	-	-	-
Whitney Ranch Trunk Sewer Project	29,848	1,388,282	-	-	-	-
Landscaping & Lighting Maint. District No. 2	2,191,222	2,163,778	2,425,600	2,454,800	2,735,600	280,800
American Disabilities Act	4,331	-	-	-	-	-
TOTAL	**21,292,521**	**24,659,567**	**22,450,900**	**25,594,013**	**21,545,500**	**(4,048,513)**
Department Revenues	6,520,074	8,454,267	6,053,000	5,637,870	4,014,900	(1,622,970)
Net Resources/(Uses)	**$ (14,772,447)**	**$ (16,205,300)**	**$ (16,397,900)**	**$ (19,956,143)**	**$ (17,530,600)**	**$ 2,425,543**

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
DIVISION BUDGET SUMMARY						
Administration	254,181	300,011	437,700	463,508	494,900	31,392
Engineering	5,604,312	7,206,223	-	-	-	-
Facilities	2,390,324	2,684,089	5,857,500	7,162,450	2,997,400	(4,165,050)
Fleet Services	2,474,894	2,710,657	3,459,800	3,688,987	3,609,100	(79,887)
Landscape	3,090,828	3,190,551	3,568,300	3,621,700	3,820,700	199,000
Traffic Signals & Lighting/Operations	2,138,346	2,153,360	2,342,100	2,381,350	2,756,700	375,350
Streets	5,339,636	6,414,676	6,785,500	8,276,018	7,866,700	(409,318)
TOTAL	**$ 21,292,521**	**$ 24,659,567**	**$ 22,450,900**	**$ 25,594,013**	**$ 21,545,500**	**$ (4,048,513)**
BUDGET SUMMARY						
Staffing						
Salaries & Benefits	5,227,442	5,135,890	5,444,500	5,444,500	5,886,100	441,600
Subtotal Staffing	**5,227,442**	**5,135,890**	**5,444,500**	**5,444,500**	**5,886,100**	**441,600**
Contracted Services						
Professional Services	2,557,289	3,038,473	3,343,000	3,382,158	3,842,700	460,542
Maintenance Contracts	242,017	262,063	298,000	296,000	260,000	(36,000)
Subtotal Professional Services	**2,799,306**	**3,300,536**	**3,641,000**	**3,678,158**	**4,102,700**	**424,542**
Operating Expenses						
Communications	33,925	35,804	34,600	34,600	27,900	(6,700)
Fleet Non-Capital	-	9,947	10,000	10,000	10,000	-
Fuel/Oil	449,143	511,401	525,000	525,000	525,000	-
Insurance Premiums	111,179	113,843	125,000	125,000	140,000	15,000
Licenses and Memberships	160,529	173,218	82,600	84,600	78,000	(6,600)
Non-Capital Equipment	59,910	1,350,803	40,000	40,000	118,200	78,200
Other Operating Expenses	3,300	-	-	-	-	-
Placer County Collection Fee	114	125	-	-	-	-
Rental/Lease	43,129	44,672	58,000	66,000	84,500	18,500
Repair & Maintenance	2,949,084	1,772,117	1,527,500	2,087,631	1,155,400	(932,231)
Supplies	448,881	473,270	494,200	484,200	458,000	(26,200)
Travel/Training/Meals	27,471	40,572	39,000	41,000	54,100	13,100
Uniforms	5,456	2,839	4,300	4,300	4,500	200
Utilities	2,055,643	2,031,958	2,172,700	2,172,700	2,848,000	675,300
Vehicle O&M	192,950	203,180	225,000	225,000	225,000	-
Vehicle O&M/Fuel	570,739	601,637	686,900	686,900	701,600	14,700
Vehicle Replacement	444,145	36,425	231,900	606,487	310,700	(295,787)
Subtotal Operating Expenses	**7,555,598**	**7,401,811**	**6,256,700**	**7,193,418**	**6,740,900**	**(452,518)**
Other Uses						
Engineering Transfer Out	79,800	165,600	53,600	53,600	-	(53,600)
Transfer to Capital Improvement	-	-	500,000	500,000	-	(500,000)
Transfer to General Fund	2,427	12,438	1,251,900	1,251,900	32,200	(1,219,700)
Transfer to Technology Fee	7,882	7,507	8,800	8,800	7,900	(900)
Subtotal Other Uses	**90,109**	**185,545**	**1,814,300**	**1,814,300**	**40,100**	**(1,774,200)**
Debt Service/Depreciation	**840,133**	**992,751**	**1,345,400**	**1,345,400**	**1,338,200**	**(7,200)**
Capital Outlay	**4,779,932**	**7,643,034**	**3,949,000**	**6,118,237**	**3,437,500**	**(2,680,737)**
TOTAL	**$21,292,521**	**$24,659,567**	**$22,450,900**	**$25,594,013**	**$21,545,500**	**$ (4,048,513)**

Non-Departmental

Activities accounted for in the Non-Departmental section include costs and programs that are not directly associated with an individual department. Examples of expenditures budgeted in this section includes City-wide general liability expenditure budget allocated to each fund, transfers out to reserves, and resource transfers to other funds.

	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
POSITION SUMMARY						
There are no positions in this budget	-	-	-	-	-	-
TOTAL	**-**	**-**	**-**	**-**	**-**	**-**
FUNDING SOURCES						
General Fund	1,219,572	8,193,230	3,118,800	4,523,350	3,040,700	(1,482,650)
American Rescue Plan Act	-	6,838,730	-	-	-	-
CFD No. 6 Open Space Maintenance	35,534	48,938	50,300	50,300	54,700	4,400
Community Facilities District No. 10	-	13,096,206	-	-	-	-
Community Facilities District No. 5	677,601	806,489	800,200	800,200	959,000	158,800
Community Park Fees	1,543	2,939	-	-	-	-
Cons. Easement Endowment	1,134	8,472	11,500	11,500	14,100	2,600
Gas Tax	237,338	270,738	193,300	193,300	280,500	87,200
Landscaping & Lighting Maint. District No. 2	306,396	354,956	345,600	345,600	418,600	73,000
Lighting Maintenance District No. 1	1,943	-	5,400	5,400	6,300	900
Oak Tree Mitigation Fees	17,055	20,730	-	-	-	-
Park Development Fees	-	6,464	-	-	-	-
Public Facilities Impact Fees	18,406	17,157	-	-	-	-
Quarry Park Adventures Reserve	-	-	-	-	240,000	240,000
Quarry Park Amphitheater Events	274	437	800	800	900	100
Sales Tax SB 325	381,712	503,649	1,004,200	1,004,200	808,300	(195,900)
Traffic Circulation Impact Fee	105,464	38,563	69,300	69,300	105,400	36,100
Vehicle Fleet Management	61,395	68,417	84,900	84,900	96,300	11,400
Whitney Ranch Trunk Sewer Project	-	349,414	44,500	44,500	28,900	(15,600)
TOTAL	**3,065,368**	**30,625,530**	**5,728,800**	**7,133,350**	**6,053,700**	**(1,079,650)**
Department Revenues	65,040,191	86,503,986	66,194,500	66,753,100	66,646,800	(106,300)
Net Resources/(Uses)	**$61,974,823**	**$55,878,457**	**$60,465,700**	**$59,619,750**	**$60,593,100**	**$ 973,350**

BUDGET SUMMARY	Actual FY2021/22	Actual FY2022/23	Original Budget FY2023/24	Revised Budget FY2023/24	Proposed Budget FY2024/25	Change Increase/ (Decrease)
Staffing						
Salaries & Benefits	-	-	40,000	1,340,000	40,000	(1,300,000)
Subtotal Staffing	**-**	**-**	**40,000**	**1,340,000**	**40,000**	**(1,300,000)**
Operating Expenses						
General Liability Insurance Allocation	1,093,704	1,255,521	1,859,100	1,859,100	2,193,800	334,700
Other Operating Expenses	-	-	1,150,000	1,150,000	800,000	(350,000)
Placer County Collection Fee	244,472	249,314	278,200	278,200	251,900	(26,300)
Subtotal Operating Expenses	**1,338,176**	**1,504,835**	**3,287,300**	**3,287,300**	**3,245,700**	**(41,600)**
Other Uses						
Transfer to Capital Improvement	-	1,098,000	-	-	-	-
Transfer to General Fund	-	7,845,794	44,500	94,500	268,900	174,400
Transfer to GF - Fac Maint. Allocation	165,700	179,100	199,100	199,100	218,800	19,700
Transfer to GF - ICA	1,436,490	1,786,489	2,077,100	2,077,100	2,160,800	83,700
Transfer to Internal Service	-	898,000	-	54,550	-	(54,550)
Transfer to Special Revenue Fund	1,134	8,472	11,500	11,500	14,100	2,600
Transfer to Technology Fee	123,428	41,348	69,300	69,300	105,400	36,100
Subtotal Other Uses	**1,726,751**	**11,857,204**	**2,401,500**	**2,506,050**	**2,768,000**	**261,950**
Debt Service/Depreciation	**440**	**36,684**	**-**	**-**	**-**	**-**
Capital Outlay	**-**	**17,226,806**	**-**	**-**	**-**	**-**
TOTAL	**$ 3,065,368**	**$ 30,625,530**	**$ 5,728,800**	**$ 7,133,350**	**$ 6,053,700**	**$ (1,079,650)**

DEBT SERVICE

Debt Service

The Debt Financing Program provides funding for capital improvements through various financing means such as lease revenue bonds, capital leases, notes payable, special tax bonds, or advances from other funds. Debt services are generally made in semi-annual installments. This budget contains debt service payments for certain funds.

Central to debt management is ensuring the City's compliance with federal, state, and local regulations. Other debt management functions include, but not limited to:

- Making full and timely debt payments.
- Maintaining credit ratings.
- Ensuring compliance with bond covenants.
- Facilitating project fund draws to ensure spend down in accordance with the Internal Revenue Services (IRS) expenditure requirements.
- Monitoring private activity/private use of tax-exempt financed assets and remediation as necessary.
- Meeting the continuing disclosure reporting requirements of the Municipal Securities Rulemaking Board, the IRS, the California State Controller's Office, and the California Debt and Investment Advisory Commission.
- Providing ongoing information to rating agencies and municipal bond insurers.
- Reviewing, assessing, and responding to inquiries from bond investors, while ensuring no selective disclosure occurs.
- Assisting with the management of the City funds associated with debt.
- Levy of special assessments and special taxes, and managing the delinquency and foreclosure process.

The Finance Division in the Administrative Services Department is responsible for issuing debt on behalf of the City, the Rocklin Public Financing Authority, assessment districts, and community facilities districts.

DEBT MANAGEMENT POLICY

The City of Rocklin has a Debt Management Policy that establishes the parameters within which debt may be issued and administered. The Debt Policy is intended to comply with Government Code Section 8855(I). Debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City. Long-term Debt financing may be used for projects necessary to provide basic services, provides benefits over multiple years, and does not constitute an unreasonable burden to the City and its constituents. Refinancing is used to produce debt service savings or to realize benefits of a debt restructuring. Long-term debt financings will not be considered appropriate for current operating and routine maintenance expenses. Short-term debt may be issued to provide financing for the City's operation cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects. The City issues debt for the purposes stated in the Debt Management Policy and implements policy decisions incorporated in the annual operations budget.

2022 GENERAL FUND LOAN TO WHITNEY RANCH TRUNK SEWER FUND DEBT

On September 13, 2022, a Resolution was approved for the City of Rocklin's General Fund to loan the Whitney Ranch Trunk Sewer Fund $1,098,000, to finance the remaining amount needed for the increased sewer capacity capital improvement project. Future revenues collected from developments into the Whitney Ranch Trunk Sewer Fund will be used to repay the General Fund for this debt. Payments are made once per year, using the available fund balance in the Whitney Ranch Trunk Sewer Fund, until debt is paid off in full. The budgeted operating expenditures for each year will include transfers for the estimated debt service payment amounts due for that year. The FY 2024/25 budget includes transfers for debt repayment of $28,900.

2016 ROCKLIN PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS DEBT

On October 4, 2016, the Rocklin Public Financing Authority, on behalf of the City of Rocklin, issued lease revenue bonds in the amount of $9,455,000, at a premium of $688,769, to defease the outstanding 2003 certificates of participation and finance the acquisition and construction of various capital improvement projects. The security for the bonds was the pledge of lease payment revenues received by the Authority under a lease agreement with the City. Payments are made twice per year, with the final payment due November 1, 2040. The budgeted operating expenditures for each year will include the debt service payment amounts due for that year. The FY 2024/25 budget includes expenditures for principal of $315,000 and interest of $214,500.

DEFINITIONS

Governmental Funds

GENERAL FUNDS

General Fund 100	The primary operating fund of the City. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.
General Fund ARPA 166	In 2023, funds from the American Rescue Plan Act (ARPA) were used to reimburse the City's ARPA-eligible General Fund expenses. This fund accounts for the resources allocated to support local communities in need and general government purposes.
Americans with Disabilities Act (ADA) 737	The ADA is a federal civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including all public and private places that are open to the general public. This fund accounts for monies used for services and improvements to facilities for individuals with disabilities.
Boroski Landfill Monitoring 727	This fund accounts for costs to monitor the previous Landfill area.
Building Reserve 180	Pursuant to the City's Key Management Practices, the Building Reserve Fund accounts for set aside funds to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing City facilities to address the workforce needs of the City services.
General Fund Economic Development 122	This fund accounts for committed funds previously set aside to be used for economic development activities pursuant to the City's Key Management Practices.
General Fund Quarry Park Adventure Shortfall 115	This is a general fund-type fund that accounts for a set aside for Quarry Park Adventures operating shortfalls.
General Fund Quarry Park Amphitheater Events 111	This is a general fund-type fund that accounts for the special event activities hosted by the Parks and Recreation Department at the Quarry Park Amphitheater.
Park Infrastructure 170	This fund accounts for committed funds previously set aside for parks infrastructure projects.
Retirees Health 151	This fund accounts for monies to fund the Retirees' Health premium payments and to fund the Retirees' Health Trust.
Technology Fees 130	This fund accounts for fees collected to cover the cost of e-commerce and related technology systems.

SPECIAL REVENUE FUNDS	
American Rescue Plan Act 266	This fund accounts for funds received through the Federal American Rescue Plan Act.
Asset Forfeiture (Federal) 243	This fund accounts for funds received by the Police Department from the Federal Government to share assets forfeited in cases worked on with joint efforts. Funds are to be used to support law enforcement efforts.
Asset Forfeiture (State) 242	This fund accounts for funds received by the Police Department from the State. 15% of these funds must be set aside to combat drug abuse and divert gang activity. Funds remaining after the 15% set aside are to be used to support law enforcement efforts.
Bicycle and Pedestrian 212	This fund accounts for SB 325 (Local Transportation Fund) amounts designated for Bicycle and Pedestrian transit needs of local government.
CASp Certification and Training 248	This fund accounts for SB 1186 monies collected for staff training for construction-related state accessibility requirements.
CDBG 2000 (Oak Court) 253	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for purchasers of Oak Court residences.
CDBG First-Time Home Buyers 254	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for first time home buyers.
CDBG Housing and Urban Development Entitlement 257	This fund accounts for funds received from Federal Community Development Block Grant entitlement grant awards to be used for Public Services, Housing and Capital, Planning and Administration of Grant.
CDBG Housing Rehabilitation 251	This fund accounts for State Community Development Block Grant funds received for the City's Housing Rehabilitation Program.
CDBG HUD Coronavirus 258	This fund accounts for funds received from the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) through the Department of Housing and Urban Development to be used to prevent, prepare for, and respond to COVID-19.
Community Facilities District 1 231	This fund accounts for special tax monies used for fire protection, fire suppression, and paramedic services.
Community Facilities District 5 232	This fund accounts for special tax monies used for streets and parkway lights, streetscapes, open space and parks.
Community Facilities District 6 233	This fund accounts for special tax monies used for operation and maintenance of open space and storm drainage facilities.

Costco Settlement 209	Funds are to be used in accordance with the Settlement Agreement between Costco, Town of Loomis, and City of Rocklin, dated October 2022.
DOF Treasury Coronavirus 259	This fund accounts for funds received from the CARES Act through the Department of Finance to be used to prevent, prepare for, and respond to COVID-19.
Grant & Other Reimbursables 275	This fund accounts for reimbursable costs for grants or other reimbursement agreements.
Low Carbon Transportation Program 219	This fund accounts for monies from the state-funded Low Carbon Transportation Program (LCTP) to reduce greenhouse gas emissions and improve mobility.
Lighting & Landscape Maintenance District No. 2 235	This fund accounts for special assessment monies used for lighting and landscape of public areas within the district.
Lighting Maintenance District No. 1 230	This fund accounts for special assessment monies used for lighting of public areas within the district.
Low and Moderate Housing 270	This fund accounts for the housing assets to be used for low and moderately low-income housing.
Motor Vehicle Fuel Tax (Gas Tax) 201	This fund accounts for monies received from the State of California under various State statutes. The allocations must be spent for street transportation-related purposes.
Opioid Settlement 247	Funds are for opioid remediation as allowed by Section VI(B)(2) of the Opioid Settlement Agreement and amendments between California cities and counties with Janssen Pharmaceuticals and its parent company Johnson & Johnson, and its distributors, dated July 21, 2021.
Park Development and Maintenance Tax 236	This fund accounts for special tax monies used for maintenance, development, repair and operation of parks.
Recreation Facilities Contribution 221	This fund accounts for monies collected for recreation facilities construction and improvements.
SB1- Road Maintenance & Rehab Allocation 205	This fund accounts for monies designated by the Road Repair and Accountability Act of 2017 (SB 1) to be used for maintenance, rehabilitation and safety improvements of streets and highways.
SB325 Sales Tax 210	This fund accounts for the remaining sales tax revenue collected in accordance with SB 325 (Local Transportation Fund) to be used for maintenance of streets.

SB325 Transit Funds 211	This fund accounts for monies from the SB 325 (Local Transportation Fund) and State Transit Assistance funds for the transit needs of local government.
Streets Grants Fund 240	This fund accounts for various grants related to street projects.
Supplemental Law Enforcement 736	This fund accounts for state funds received to be used for public safety purposes.
Traffic Safety/PD Grants 244	This fund accounts for monies received for traffic safety programs and police grants.
CAPITAL PROJECT FUNDS	
Capital Construction Tax 304	This fund accounts for taxes imposed on the privilege of the construction of new buildings; the conversion of any existing building from a non-residential to residential use; and an addition to any building. Funds can be used for development of public facilities and acquisition of fire equipment and is the funding source to pay the debt payments in the Capital Construction Debt Service Fund (Fund 400).
Community Center Impact Fee 328	This fund accounts for impact fees used for new or additions to existing community recreation center facilities.
Community Park Fees 301	This fund accounts for impact fees used for community parks and City-wide recreational facility construction and improvements to reduce the impacts caused by new development within the City.
NW Rocklin Community Park Fees 307	This fund accounts for impact fees used to fund the North West Rocklin Community Park.
Oak Tree Mitigation Fees 305	This fund accounts for fees used to help mitigate the decline of oak woodlands due to urbanization.
Park Development Fees 300	This fund accounts for fees to be used for the development, installation, servicing, maintenance, repair and operation of parks and related recreation and facilities.
Public Facilities Impact Fees 308	This fund accounts for impact fees used to fund expansion of public facilities to serve new development within the City.
Traffic Circulation Impact Fees 302	This fund accounts for impact fees used to finance street construction and improvements to reduce the impacts caused by new development within the City.
Trails Impact Fees 321	This fund accounts for impact fees used to construct additional trails to reduce the impacts caused by new development within the City.

Whitney Ranch Interchange Fees 325	This fund accounts for impact fees used to develop the Whitney Ranch/Highway 65 Interchange.
Whitney Ranch Trunk Sewer Project 306	This fund accounts for impact fees used to fund the Whitney Ranch Trunk Sewer Project.
DEBT SERVICE FUND	
Capital Construction Debt Service 400	This fund accounts for the principal and interest payments on capital construction debt such as Lease Revenue Bonds.
PERMANENT FUNDS	
Conservation Easement Endowment 729	This fund accounts for an endowment from which the income will fund initial preserve area maintenance and operations in Sunset Ranchos Phase I.
Wetlands Maintenance 728	This fund accounts for an endowment from which the income will fund ongoing maintenance of wetlands on a single lot parcel in Stanford Ranch Phase III.

Internal Services Funds

Fleet Management 500	An internal service fund used to account for the cost of maintenance of all City vehicles and a reserve to offset future replacement costs.
Risk Management 525	An internal service fund to account for and finance the risk management functions for the City. This includes general liability, workers compensation, property damage, dental, vision, and other insurance expenditures and also holds reserves for Self-Insured Losses and Disaster Contingency.

Fiduciary Fund

Public Arts Trust Fund 739	This fund accounts for donations and expenditures for public arts projects.

Definitions

TERM	DEFINITION
Actual	Actual level of expenditures/FTE positions/revenues approved for fiscal year as noted.
Appropriation	An authorization by the City Council, which permits officials to incur obligations and expend City resources, for a specific purpose within a fiscal year.
Assessment	Revenue collected for City services that benefit properties in specific areas or districts.
Assessment District	A separate local government agency formed to provide specific services. Property owners within the Assessment District boundary pay the district in proportion to the benefits or services they receive.
Balanced Budget	The principal that the amount of budgeted expenditures is equal to or less than the amount of budgeted revenues plus other available resources.
Beginning/Ending Fund Balance	Unencumbered budgetary resources available in a fund from the prior/current year after payment of the prior/current year's expenses. Not necessarily cash on hand.
Budget	An annual financial plan consisting of draft/adopted expenditures for specific purposes and the draft/adopted means of financing them.
California Public Employees' Retirement System (CalPERS)	The nation's largest public pension fund, providing health and retirement benefits to more than 1.6 million state, public school, and local public agency employees, retirees, and their families. The City contracts with CalPERS for health and retirement benefits.
Capital Assets	Capital assets include land, improvements to land, easements, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.
Capital Improvement Plan (CIP)	An ongoing five-year plan of single and multiple-year capital expenditures which is annually updated.

TERM	DEFINITION
Capital Outlay	A specific undertaking involving procurement, construction or installation of facilities, or related equipment, that improves, preserves, enhances, or modernizes the City's provision of municipal services, has a useful life in excess of one year, and costs in excess of $10,000. The threshold for infrastructure is in excess of $100,000. Capital outlays may include construction or major repair of City buildings and facilities such as streets, roads, storm drains, traffic signals, lights, parks, community centers, etc.
Community Facilities District (CFD)	The Mello-Roos Act (1982) allows any county, city, special district, school district, or joint powers authority to establish a CFD that allow for financing of public improvements and services. To establish a CFD, voters within the district must approve its creation by a two-thirds vote of property owners.
Debt Service	The costs of paying the principal and interest on borrowed money according to a predetermined payment schedule.
Department	Refers to the City Council; City Manager; City Attorney; City Clerk; Administrative Services, Community Development; Fire; Parks and Recreation; Police; and Public Works.
Division	A roll-up of units within a department. There are one or more units within a division.
Equipment	Capital outlay for tangible property of a relatively permanent nature, such as vehicles or equipment with a unit cost of $10,000 or more.
Expenditure	The actual spending of funds authorized by an appropriation.
Financial Accounting Standards Board (FASB)	An independent standards-setting body designated to set accounting and financial reporting standards for commercial entities and nongovernmental not-for-profit entities.
Fiscal Year (FY)	A time period designated by the City signifying the beginning and ending period for recording financial transactions. The City has a fiscal year from July 1 through June 30, referred to as FY 2024/25 or FY 25.
Full-Time Equivalent (FTE)	A unit indicating the workload of a position in order to distinguish workloads comparable to a full-time position. An FTE of 1.0 means that the position is equivalent to a full-time workload; an FTE of 0.5 means that the position is half-time.
Fund	A group of related accounts used to maintain control over resources that have been segregated for specific activities or purpose.

TERM	DEFINITION
Fund Balance	The total money remaining after current expenditures for operations and capital improvements are subtracted from the sum of the beginning fund balance and current resources.
Franchise Fee	A franchise fee is charged for the privilege of using public rights-of-way and property within the City for public or private purposes. The City assesses franchise fees on cable television providers, utilities, and trash collection contractors.
Generally Accepted Accounting Principles (GAAP)	Accounting rules used to prepare financial statements for publicly traded companies and many private companies in the United States. Generally accepted accounting principles for local and state governments operates under a different set of assumptions, principles, and constraints, as determined by the Government Accounting Standards Board (GASB).
Government Accounting Standards Board (GASB)	GASB was established for the purpose of creating and implementing consistent standards of accounting and financial reporting among all state and local governmental entities.
General Fund	The City's principal operating fund, which is supported by taxes and fees and which, generally, has no restrictions on its use. Expenditures may be described as discretionary and non-discretionary.
Grant	Contributions of cash or other assets provided by external agencies, which are restricted to a specific purpose, have a time limit for use, and frequently are reimbursed after incurring eligible costs.
Indirect Cost	Elements of costs necessary in the performance of a service that are not readily identified to the unit of service, such as administration, supplies, etc.
Internal Service Fund (ISF)	An ISF provides services to all City Departments and charges the various other funds for services rendered. ISFs should be self-supporting.
Non-Departmental	Program costs that do not relate to any one department, but represent costs of a general city-wide nature.
Ordinance	A law or regulation made by a city or town government.
Operating Budget	Annual appropriation of funds for ongoing program costs, including staffing, other services and supplies, equipment, debt service/depreciation.
Other Post-Employment Benefits (OPEB)	Benefits that an employee will begin to receive at the start of retirement, not including pension benefits.
Revised	Level of expenditures/FTE positions/Revenues reflecting adjustments made during the current fiscal year.

TERM	DEFINITION
Resolution	A formal declaration by the City Council.
Resources	Total dollars available for appropriation during the fiscal year, including estimated revenues, transfers-in, and beginning fund balance.
Revenue	Income received from the following categories: taxes, charges for fees and services; licenses and permits; use of money and property; intergovernmental; fines, forfeitures, and penalties; miscellaneous revenues; and transfers in from other funds.
Services and Supplies	Costs of contractual or outside services, office supplies, and equipment.
Staffing	The personnel costs of a City program, including salaries and wages, direct and indirect benefits, such as health insurance, retirement contribution, worker's compensation, unemployment insurance, etc.
Surplus	An excess of total current resources over total current requirements/obligations.
Variance	Changes in expenditures, revenues, or staffing levels between fiscal years.

ACRONYM	DESCRIPTION
AB	Assembly Bill
ACFR	Annual Comprehensive Financial Report
ADA	Americans with Disabilities Act
CalPERS	California Public Employees' Retirement System
CDBG	Community Development Block Grant
CMO	City Manager's Office
CSMFO	California Society of Municipal Finance Officers
CIP	Capital Improvement Plan
DFEH	Department of Fair Employment and Housing
CDPH	California Department of Public Health
DOF	California Department of Finance
EIR	Environmental Impact Report
FY	Fiscal Year
FLSA	Fair Labor Standards Act
FMLA	Family Medical Leave Act
FT	Full-Time
PT	Part-Time
FTE	Full-Time Equivalent
GF	General Fund
GO	General Obligation
GAAFR	Governmental Accounting, Auditing, and Financial Reporting
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association of the United States of America
HIPPA	Health Insurance Portability and Accountability Act of 1996
IAFF	International Association of Fire Fighters
IS	Information System
IT	Information Technology
LT	Limited Term

ACRONYM	DESCRIPTION
MOU	Memorandum of Understanding
NCCSIF	Northern California Cities Self Insurance Fund
OSHA	Occupational Safety and Health Agency
PCI	Payment Card Industry
PCTPA	Placer County Transportation Planning Agency
PFFP	Public Facilities Financing Plan
PG&E	Pacific Gas and Electric
PPT	Permanent Part-Time
PRA	Public Records Act
SB	Senate Bill
STEAM	Science, Technology, Engineering, Arts, and Mathematics
STR	Short-Term Rental
TOT	Transient Occupancy Tax
TPT	Temporary Part-Time
VLF	Vehicle License Fee

APPENDICES

Appendix A: Fund Analysis

Fiscal Year 2024/25 Budget

Fund No.	Fund Description	Beginning Balance	Revenue	Expenditures	Interest	Transfers In	Transfers Out	Ending Balance
ALL FUNDS								
100	**General Fund Reserved**							
	Assigned Fund Balance	5,122,750	-	250,000	-	-	-	4,872,750
	Operating Reserve	15,726,400	-	-	-	506,000	-	16,232,400
	General Fund Reserved Totals	**20,849,150**	**-**	**250,000**	**-**	**506,000**	**-**	**21,105,150**
	General Fund Unreserved	18,426,100	59,642,200	65,727,630	1,017,900	5,606,500	431,100	18,533,970
	Total General Fund	**39,275,250**	**59,642,200**	**65,977,630**	**1,017,900**	**6,112,500**	**431,100**	**39,639,120**
111	Quarry Park Amphitheater Events	(21,600)	85,000	140,900	-	-	-	(77,500)
115	Quarry Park Adventures Reserve	240,000	-	-	-	-	240,000	-
122	Economic Development	692,200	-	102,500	-	-	-	589,700
130	Technology Fee	760,800	-	596,200	-	510,800	-	675,400
151	Retirees Health	1,651,900	1,931,000	1,944,000	50,000	-	-	1,688,900
166	ARPA General Fund	2,115,900	-	-	-	-	-	2,115,900
170	Park Infrastructure Reserve	424,100	-	-	-	240,000	-	664,100
180	Building Reserve	1,387,000	-	-	-	-	-	1,387,000
201	Gas Tax	1,588,800	1,973,800	1,542,400	41,300	-	229,400	1,832,100
205	SB 1 - Road Maintenance & Rehabilitation	1,879,100	1,706,800	1,350,000	52,400	-	-	2,288,300
209	Costco Settlement	3,755,200	-	-	-	-	-	3,755,200
210	Sales Tax SB 325	2,051,000	4,477,100	5,709,300	54,200	-	778,100	94,900
211	SB 325 Transit Fund	87,700	1,227,300	1,315,000	-	-	-	-
221	Recreation Facilities Contribution	2,300	-	-	100	-	-	2,400
230	Lighting Maintenance District No. 1	-	251,800	249,300	-	-	2,500	-
231	Community Facilities District No. 1	-	2,410,200	24,100	-	-	2,386,100	-
232	Community Facilities District No. 5	5,825,200	7,326,200	6,023,900	181,000	14,100	870,700	6,451,900
233	CFD No. 6 Open Space Maintenance	299,300	380,400	333,900	8,600	-	46,900	307,500
235	Landscaping & Lighting Maint. District No. 2	1,400,100	2,757,900	2,795,200	32,000	-	386,600	1,008,200
236	Park Tax Special Assessment	-	659,000	6,600	-	-	652,400	-
240	Streets Sr/Grants Fund	-	3,550,000	3,550,000	-	-	-	-
242	Asset Forfeiture - State	443,400	-	65,000	17,500	-	-	395,900
243	Asset Forfeiture - Federal	18,400	-	-	600	-	-	19,000
244	Traffic Safety/Police Grants	-	130,700	13,300	-	-	117,400	-
247	Opioid Settlement	1,300	-	-	-	-	-	1,300
248	CASp Certification & Training	83,300	-	10,000	-	-	-	73,300
251	CDBG Housing Rehabilitation	155,700	-	-	-	-	-	155,700
	CDBG Housing Rehabilitation Loans	188,000	-	-	-	-	-	188,000
253	CDBG 2000 - Oak Court	265,600	-	-	-	-	-	265,600
	CDBG 2000 - Oak Court Loans	110,000	-	-	-	-	-	110,000
254	CDBG - First Time Home Buyers	103,200	-	-	-	-	-	103,200
	CDBG - First Time Home Buyers Loans	21,000	-	-	-	-	-	21,000
257	CDBG - HUD Entitlement	-	302,750	242,750	-	-	60,000	-
270	Low & Moderate Income Housing Asset	6,666,000	-	4,997,500	270,300	-	150,000	1,788,800
	Low & Moderate Income Loans	3,939,400	-	-	-	-	-	3,939,400
275	Grants/Other Reimbursables	-	251,200	167,700	-	-	83,500	-
300	Park Development Fees	596,700	297,800	-	-	-	-	894,500
301	Community Park Fees	212,300	466,900	-	-	-	-	679,200
302	Traffic Circulation Impact Fee	15,701,900	1,717,500	653,400	521,000	-	120,000	17,167,000
	Traffic Circ Impact Fee Loans	759,800			-	-		759,800
304	Capital Construction Fees	3,341,700	623,000	25,000	-	-	532,400	3,407,300
	Reserve For LRBS Debt Service	1,059,300	-	-	-	-	-	1,059,300
305	Oak Tree Mitigation Fees	436,800	40,000	157,500	-	-	2,400	316,900
306	Whitney Ranch Trunk Sewer Project	-	28,900	-	-	-	28,900	-
307	North West Rocklin Community Park Fees	233,000	71,100	-	-	-	-	304,100
308	Public Facilities Impact Fees	1,235,500	80,100	-	-	-	-	1,315,600
321	Trails Impact Fees	26,100	25,000	-	1,200	-	-	52,300
325	Whitney Ranch Interchange Fees	1,442,900	53,300	700,000	37,600	-	47,300	786,500

Appendix A: Fund Analysis (continued)

Fiscal Year 2024/25 Budget

Fund No.	Fund Description	Beginning Balance	Revenue	Expenditures	Interest	Transfers In	Transfers Out	Ending Balance
ALL FUNDS								
328	Community Recreation Center Facility Impact Fees	67,500	34,300	-	2,600	-	-	104,400
400	Capital Construction - Debt Service	-	-	532,400	-	532,400	-	-
500	Vehicle Fleet Management	5,829,600	3,468,200	3,640,000	172,300	-	65,400	5,764,700
	Vehicle Fleet Net Capitalized Assets	6,063,600	-		-	-	-	6,063,600
525	Risk Management	1,246,400	4,904,700	4,975,100	123,700	-	-	1,299,700
	Risk Mgmt - Reserves-Self Ins Losses; Disaster Cont; NCCSIF	4,078,500	-	-	-	-	-	4,078,500
727	Boroski Landfill Monitoring	-	-	28,100	-	28,100	-	-
728	Wetlands Maintenance Parcel 34	53,800	-	-	-	-	2,700	51,100
729	Cons. Easement Endowment	453,500	-	-	14,100	-	14,100	453,500
736	Sup Law Enforcement Services AB 3229	-	190,000	-	-	-	190,000	-
	TOTAL	**$ 118,248,450**	**$ 101,064,150**	**$ 107,868,680**	**$2,598,400**	**$7,437,900**	**$ 7,437,900**	**$ 114,042,320**

Appendix B: Salary Schedule

JOB CLASSIFICATION	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE
Accountant I	AFSCME	B	28	67,701	92,270	-
Accountant II	AFSCME	B	33	76,598	104,395	1.00
Accounting Technician I	AFSCME	B	21	56,955	77,623	-
Accounting Technician II	AFSCME	B	25	62,867	85,682	2.00
Administrative Analyst	AFSCME	B	39	88,830	121,066	3.00
Administrative Assistant	AFSCME	B	23	59,838	81,553	4.00
Administrative Office Assistant	Confidential	B	11	50,639	69,016	1.00
Administrative Office Clerk	Confidential	B	6	44,758	61,000	0.50
Administrative Technician	AFSCME	B	27	66,050	90,019	3.00
Animal Control Officer	Police	B	NSP6	60,080	81,882	-
Assistant City Attorney	Management	B	31	145,017	197,643	1.00
Assistant City Manager	Management	B	38	172,380	234,936	1.00
Assistant Civil Engineer	AFSCME	B	35	80,476	109,680	1.00
Assistant Evidence and Property Technician	Police	B	NSP7	58,887	80,257	1.00
Assistant Land Surveyor	AFSCME	B	37	84,550	115,232	-
Assistant Planner	AFSCME	B	33	76,598	104,395	1.00
Associate Civil Engineer	AFSCME	B	43	98,052	133,634	2.00
Associate Management Analyst	Management	B	5	76,313	104,007	1.00
Associate Planner	AFSCME	B	39	88,830	121,066	-
Building Division Supervisor	AFSCME	B	39	88,830	121,066	-
Building Inspector I	AFSCME	B	26	64,439	87,824	2.00
Building Inspector II	AFSCME	B	32	74,730	101,849	1.00
Building Maintenance Supervisor	AFSCME	B	29	69,394	94,577	1.00
Building Maintenance Worker	AFSCME	B	20	55,566	75,730	1.00
Building Plans Examiner	AFSCME	B	31	72,907	99,365	-
Building Trades Worker	AFSCME	B	28	67,701	92,270	2.00
Chief Building Official	Management	B	23	119,022	162,215	1.00
City Attorney	Management	B	NA	-	225,000	1.00
City Clerk	Management	B	18	105,198	143,374	1.00
City Engineer/Deputy Director	Management	B	27	131,378	179,055	1.00
City Manager	Management	B	NA	-	262,080	1.00
Code Enforcement Officer	AFSCME	B	28	67,701	92,270	1.00
Code Enforcement Program Manager	Management	B	15	97,687	133,137	1.00
Code Enforcement Technician	AFSCME	B	14	47,913	65,301	1.00
Communications Specialist	Confidential	B	8	47,023	64,088	0.50
Community Development Inspector	AFSCME	B	30	71,129	96,941	-
Community Development Technician	AFSCME	B	25	62,867	85,682	-
Community Service Officer	Police	B	NSP3	69,446	94,647	6.00
Construction Inspector I	AFSCME	B	26	64,439	87,824	-
Construction Inspector II	AFSCME	B	30	71,129	96,941	-
Crime Analyst	Police	B	NSP1	77,782	106,009	1.00
Departmental Administrative Specialist	Confidential	B	17	58,726	80,037	2.00
Deputy City Clerk	Confidential	B	20	63,241	86,191	1.00
Deputy Director of Administrative Services	Management	B	26	128,174	174,688	1.00
Deputy Fire Chief	Management	B	31	145,017	197,643	2.00
Deputy Fire Marshal	AFSCME	B	43	98,052	133,634	-

Salary Schedule (continued)

JOB CLASSIFICATION (continued)	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE
Director of Administrative Services	Management	B	36	164,073	223,615	1.00
Director of Community Development	Management	B	32	148,642	202,584	1.00
Director of Public Services	Management	B	34	156,167	212,840	1.00
Director of Parks and Recreation	Management	B	32	148,642	202,584	1.00
Engineering Technician I	AFSCME	B	23	59,838	81,553	-
Engineering Technician II	AFSCME	B	27	66,050	90,019	-
Environmental Services Specialist	AFSCME	B	30	71,129	96,941	1.00
Environmental Services Technician	AFSCME	B	25	62,867	85,682	1.00
Equipment Mechanic I	AFSCME	B	19	54,210	73,883	-
Equipment Mechanic II	AFSCME	B	24	61,334	83,592	2.00
Evidence/Property Technician	Police	B	NSP5	64,776	88,283	1.00
Executive Assistant	Confidential	B	24	69,806	95,139	2.00
Executive Assistant to the City Manager	Confidential	B	24	69,806	95,139	-
Facilities Maintenance Supervisor	AFSCME	B	35	80,476	109,680	-
Facilities Operations Superintendent	AFSCME	B	39	88,830	121,066	1.00
Fire Battalion Chief	Fire	B	NA	126,568	172,499	3.00
Fire Captain	Fire	B	NA	107,014	145,849	9.00
Fire Chief	Management	B	40	181,106	246,829	1.00
Fire Engineer	Fire	B	NA	93,616	127,589	9.00
Fire Inspector I	AFSCME	B	26	64,439	87,824	2.00
Fire Inspector II	AFSCME	B	32	74,730	101,849	-
Fire Marshal	Fire	B	NA	126,568	172,499	-
Fire Prevention Plans Examiner	AFSCME	B	39	88,830	121,066	1.00
Firefighter	Fire	B	NA	84,281	114,867	15.00
Fleet Services Supervisor	AFSCME	B	33	76,598	104,395	1.00
GIS Analyst I	AFSCME	B	31	72,907	99,365	-
GIS Analyst II	AFSCME	B	39	88,830	121,066	2.00
GIS Assistant	Temporary	B	NA	21.46	22.99	-
GIS/Engineering Technician	AFSCME	B	27	66,050	90,019	-
Housing Specialist	AFSCME	B	30	71,129	96,941	-
Human Resources Technician I	Confidential	B	17	58,726	80,037	1.00
Human Resources Technician II	Confidential	B	20	63,241	86,191	1.00
Information Technology Analyst	AFSCME	B	39	88,830	121,066	1.00
Information Technology Analyst (confidential)	Confidential	B	34	89,358	121,786	1.00
Information Technology Manager	Management	B	22	116,119	158,259	1.00
Information Technology Specialist	AFSCME	B	31	72,907	99,365	2.00
Irrigation Maintenance Technician	AFSCME	B	20	55,566	75,730	6.00
Land Development Engineer	AFSCME	B	39	88,830	121,066	-
Landscape Inspector	AFSCME	B	26	64,439	87,824	2.00
Landscape Services Worker	AFSCME	B	17	51,597	70,322	5.00
Landscape Services Supervisor	AFSCME	B	33	76,598	104,395	4.00
Landscape Services Trades Worker	AFSCME	B	22	58,379	79,564	1.00
Legal Secretary	Confidential	B	17	58,726	80,037	-
Lifeguard	Temporary	B	NA	-	20.00	-
Maintenance Worker	Temporary	B	NA	20.68	22.15	-
Management Analyst	Management	B	15	97,687	133,137	4.00

Salary Schedule (continued)

JOB CLASSIFICATION (continued)	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE
Manager of Building Services	Management	B	18	105,198	143,374	-
Manager of Planning Services	Management	B	19	107,828	146,959	1.00
Manager of Police Records and Communications	Management	B	15	97,687	133,137	1.00
Office Assistant I	AFSCME	B	5	38,365	52,288	-
Office Assistant II	AFSCME	B	11	44,492	60,638	2.00
Paralegal	Confidential	B	24	69,806	95,139	-
Park Services Aide	AFSCME	B	5	38,366	52,289	1.00
Parks and Recreation Manager	Management	B	17	102,632	139,878	1.00
Parks Division Supervisor	AFSCME	B	37	84,550	115,232	1.00
Payroll Administrator	Management	B	6	78,221	106,607	1.00
Payroll Technician I	Confidential	B	17	58,726	80,037	-
Payroll Technician II	Confidential	B	20	63,241	86,191	1.00
Permit Center Supervisor	AFSCME	B	27	66,050	90,019	1.00
Permit Services Supervisor	AFSCME	B	33	76,598	104,395	-
Plan Check Engineer	AFSCME	B	44	100,503	136,975	-
Planning/Building Technician I	AFSCME	B	19	54,210	73,883	4.00
Planning/Building Technician II	AFSCME	B	23	59,838	81,553	3.00
Police Captain	Management	B	35	160,072	218,161	2.00
Police Chief	Management	B	40	181,106	246,829	1.00
Police Clerk	Temporary	B	NA	18.76	20.10	-
Police Community Program Coordinator	Police	B	NSP3	69,446	94,647	-
Police Lieutenant	Public Safety Mgr	B	SP 2	140,440	191,405	3.00
Police Officer	Police	B	SP 2	92,876	126,581	52.00
Police Officer Trainee	Police	B	NSP8	-	57,218	-
Police Records Supervisor	Police	B	NSP3	69,446	94,647	1.00
Police Records Technician	Police	B	NSP8	57,218	77,982	3.00
Police Sergeant	Police	B	SP 1	114,182	155,619	9.00
Police Services Manager	Public Safety Mgr	B	SP 1	85,750	116,868	-
Police Technical Assets Coordinator	Police	B	NSP3	69,446	94,647	-
Principal Information Technology Analyst	Management	B	16	100,129	136,466	1.00
Principal Management Analyst	Management	B	20	110,524	150,633	-
Principal Planner	Management	B	18	105,198	143,374	1.00
Program Assistant	Temporary	B	NA	16.28	17.43	-
Program Assistant II	Temporary	B	NA	-	-	-
Public Safety Dispatcher I	Police	B	NSP6	60,080	81,882	1.00
Public Safety Dispatcher II	Police	B	NSP3	69,446	94,647	9.00
Public Safety Dispatch Supervisor	Police	B	NSP0	80,253	109,377	2.00
Public Services Manager	Management	B	17	102,632	139,878	2.00
Public Services Operations Supervisor	AFSCME	B	35	80,476	109,680	-
Public Services Specialist	Temporary	B	NA	17.02	18.23	-
Public Services Technician	AFSCME	B	22	58,379	79,564	-
Public Works Inspector I	AFSCME	B	26	64,439	87,824	-
Public Works Inspector II	AFSCME	B	30	71,129	96,941	1.00
Recreation Coordinator	AFSCME	B	23	59,838	81,553	3.00
Recreation Specialist	AFSCME	B	11	44,492	60,638	0.50
Recreation Supervisor	AFSCME	B	31	72,907	99,365	1.00

Salary Schedule (continued)

JOB CLASSIFICATION (continued)	Bargaining Unit	Schedule	Range	Minimum	Maximum	No. of FTE
Reserve Police Officer Coordinator	Temporary	B	NA	-	26.18	-
Senior Accountant	AFSCME	B	39	88,830	121,066	1.00
Senior Building Maintenance Worker	AFSCME	B	22	58,379	79,564	1.00
Senior Building Trades Worker	AFSCME	B	30	71,129	96,941	1.00
Senior Construction Inspector	AFSCME	B	32	74,730	101,849	1.00
Senior Engineer	Management	B	18	105,198	143,374	-
Senior Equipment Mechanic	AFSCME	B	28	67,701	92,270	1.00
Senior Information Technology Analyst	AFSCME	B	42	95,660	130,375	1.00
Senior Information Technology Specialist	AFSCME	B	35	80,476	109,680	1.00
Senior Irrigation Maintenance Technician	AFSCME	B	26	64,439	87,824	1.00
Senior Lifeguard	Temporary	B	NA	-	22.00	-
Senior Management Analyst	Management	B	18	105,198	143,374	3.00
Senior Planner	AFSCME	B	44	100,503	136,976	2.00
Senior Public Safety Dispatcher	Police	B	NSP2	74,656	101,748	-
Senior Records Technician	Police	B	NSP4	66,380	90,469	-
Senior Street Maintenance Worker	AFSCME	B	21	56,955	77,623	2.00
Senior Traffic Control and Lighting Technician	AFSCME	B	32	74,730	101,849	1.00
Street Maintenance Supervisor	AFSCME	B	33	76,598	104,395	1.00
Street Maintenance Worker I	AFSCME	B	15	49,112	66,935	-
Street Maintenance Worker II	AFSCME	B	17	51,597	70,322	3.00
Traffic Control and Lighting Technician	AFSCME	B	29	69,394	94,577	2.00
Traffic Maintenance Assistant	AFSCME	B	19	54,210	73,883	-
Traffic Maintenance Supervisor	AFSCME	B	37	84,550	115,232	1.00
					TOTAL	**267.50**

*The total No. of FTE allocations in the Salary Schedule does not include City Council positions.

Appendix C: Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING THE FISCAL YEAR 2024/25 BUDGET AND
2025-2029 CAPITAL IMPROVEMENT PLAN

WHEREAS, Chapter 3.28 of the Rocklin Municipal Code (RMC) requires the City Manager to submit to the City Council a proposed budget not later than May 15th, and the City Council adopt the final budget on or before June 30th of each year by resolution; and

WHEREAS, on May 28, 2024, pursuant to Chapter 3.28 of the RMC, the draft fiscal year (FY) 2024/25 budget and the draft 2025-2029 capital improvement plan were discussed at a public meeting of the City Council; and

WHEREAS, the City of Rocklin has maintained sustainable budget guidelines and key management practices to establish the financial goals of the City and the principles that govern budget deliberations, and are memorialized in Exhibit "A".

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

Section 1. The fiscal year 2024/25 Operating and Capital Improvement Plan Budgets are hereby approved and adopted as set forth in Exhibits "A and B", attached hereto.

Section 2. The 2025-2029 Capital Improvement Plan (CIP), which provides a comprehensive five-year plan for the City's capital project expenditures are hereby approved and adopted as set forth in Exhibit "B", attached hereto.

Section 3. The City Manager is authorized to make any expenditure and resource adjustments to the Budget based on final City Council action to adopt the Budget, in accordance with the Rocklin Municipal Code, City policy and procedure.

Section 4. The City Manager is authorized to revise any appropriation made in the Approved or Amended Budget where the revision is of a technical nature and is consistent with the City Council intent, the Rocklin Municipal Code, City policy and procedure.

Section 5. Purchase order commitments outstanding on June 30th, and associated appropriations, are hereby continued to the following fiscal year.

Section 6. The City Manager is authorized to establish grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants), consistent with the grant

DRAFT

award or agreement, provided that the grant amount is within the City Manager's authority. If a grantor requires City Council action as a condition of funding, the acceptance of the grant requires the City Council's approval.

Section 7. The City Manager is authorized to adjust revenue and expenditure budgets associated with externally funded programs, consistent with the fully executed agreement, provided that the grant amount is within the City Manager's authority.

Section 8. The City Manager is authorized to adjust revenue and expenditure budgeted based on actual revenues received for strike-team provided through California.

Section 9. The City Manager is authorized to make the following budget adjustments:

1. At year-end or upon closure of grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants) to reflect actual revenues received and expenditures incurred in compliance with the original grant award and any amendments.

2. Appropriated grant funds remaining unspent at the end of the fiscal year must be retained and transferred to the following fiscal year to be expended to which they were appropriated.

3. Appropriated operating project and CIP funds remaining unspent at the end of the fiscal year, that are not required to balance the budget, can be retained and transferred to the following fiscal year for the originally approved projects and any amendments, excluding completed projects. All carryover funds must be approved by the City Manager or the City Manager's designee.

Section 10. The appropriation limit and the appropriations subject to the limit are hereby amended in accordance with article XIIIB of the California Constitution for FY 2024/25, as set forth in Exhibits "A", attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

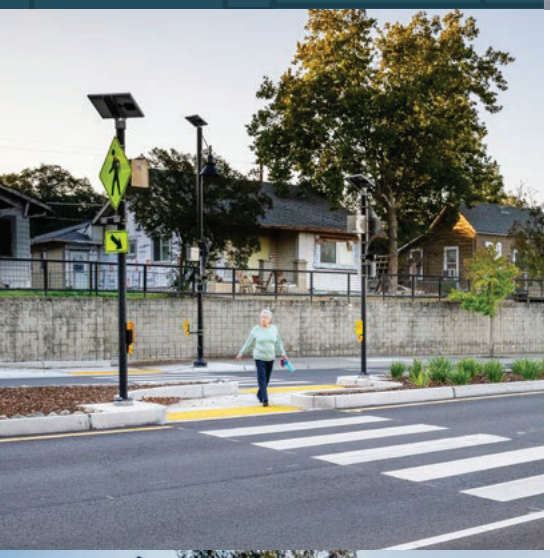
_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DRAFT





ROCKLIN
CALIFORNIA





DRAFT

CAPITAL IMPROVEMENT PROGRAM

2025 - 2029

This page is intentionally left blank

ROCKLIN

CALIFORNIA

Vision Statement

To become a City that provides its citizens with exceptional quality of life while maintaining its small-town sense of community.

CITY COUNCIL



GREG JANDA
Mayor



JILL GAYALDO
Vice-Mayor



DAVID BASS
Councilmember



KEN BROADWAY
Councilmember



BILL HALLDIN
Councilmember

ROCKLIN
CALIFORNIA

COUNCIL-APPOINTED RESPRESENTATIVES

Aly Zimmermann, *City Manager*
Matthew McOmber, *City Attorney*
Avinta Singh, *City Clerk*
Daniel Choe, *City Treasurer*

DEPARTMENT DIRECTORS

Sherri Conway, *Assistant City Manager*
Tameka Usher, *Director of Administrative Services*
David Mohlenbrok, *Director of Community Development*
Reginald Williams, *Fire Chief*
Veronica Tracy, *Director of Parks and Recreation*
Rustin Banks, *Police Chief*
Justin Nartker, *Director of Public Works*

Prepared by
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Hunter Young, *City Engineer/Deputy Director of Community Development*
Andrew Shaw, *Associate Civil Engineer*
Debbie Draper, *Administrative Technician*

In conjunction with Department Staff

TABLE OF CONTENTS

EXECUTIVE SUMMARY AND OVERVIEW 1

Transmittal Letter 2

Executive Summary 3

Capital Improvement Program Accomplishments 6

Capital Improvement Program Overview 7

Capital Improvement Program Timeline 9

Capital Project Ranking Matrix 10

How the Capital Improvement Program is Organized 11

How to Read the Project Detail Sheets 12

CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY FUND 13

Capital Improvement Program Expenditures by Fund 14

ROADWAY IMPROVEMENT PROJECTS 17

Roadway Improvement Project Expenditures by Project 18

Roadway Improvement Projects - Map 20

Individual Roadway Project Detail Sheets 22

PARKS AND TRAILS IMPROVEMENT PROJECTS 41

Parks and Trails Improvement Project Expenditures by Project 42

Parks and Trails Improvement Projects - Map 43

Individual Parks and Trails Project Detail Sheets 44

FACILITIES IMPROVEMENT PROJECTS 47

Facilities Improvement Project Expenditures by Project 48

TABLE OF CONTENTS

Facilities Improvement Projects - Map 49

Individual Facilities Project Detail Sheets 50

CAPITAL IMPROVEMENT PROGRAMS 55

Capital Improvement Program Expenditures by Project 56

Individual Improvement Program Detail Sheets 57

EQUIPMENT 63

APPENDICES 67

Acronyms 68

Glossary 69

Guide to Funds 73

Description of Funds 74

Project Index by Category 80

This page is intentionally left blank

Capital Improvement Program

Executive Summary and Overview

ROCKLIN
CALIFORNIA

This page is intentionally left blank

The City Manager's Transmittal Letter will be added for the Final Capital Improvement Program

EXECUTIVE SUMMARY

The City of Rocklin Capital Improvement Program (CIP) is a five-year planning tool used to guide the City's decision-making process for construction, repair, and replacement of City assets such as roadways, storm drain systems, parks, facilities, and City buildings. The CIP aligns City needs with appropriate timing and financing in a way that assures the most responsible and efficient use of City resources.

This document is prepared separately from the City's Operating Budget in order to provide a more thorough and detailed description of the City's capital improvement projects and equipment. When the City's Operating Budget is adopted, the CIP for that budget cycle is likewise adopted.

Each year, previously approved projects are reviewed while requests for new projects are rated. By rating all projects, the CIP Committee identifies project needs, relative priority, and the City's ability to implement projects using available resources. Existing capital projects are reassessed annually to determine if adjustments are needed due to changes in conditions or needs.

The CIP is based on the City Council and City administration's recognition of the need to have a comprehensive and financially balanced program to maintain and improve its capital infrastructure and facilities to meet the needs of a dynamic city.

CIP Committee Recommendations:

- **Ten (10) Projects:**

Roadway

1. At-Grade Railroad Roadway and Pedestrian Improvements
2. China Garden Drainage Improvements
3. Oak and Pine Block Improvements
4. Rocklin Road Widening
5. Sierra College Boulevard at I-80 Resurfacing
6. Sunset Boulevard Widening
7. Uncontrolled Crosswalk Enhancements
8. Whitney Ranch Parkway Widening

Parks and Trails

9. Johnson Springview Community Park Pedestrian Bridge

Facilities

10. Fire Station 22

EXECUTIVE SUMMARY

- **Four (4) New Programs:**

Roadway

1. Bridge Preventative Maintenance Program
2. Local Roadway Safety Plan Implementation Program
3. Pavement Management Program
   (formerly the Annual Road Maintenance Program)

Parks and Trails

4. Park Amenity Replacement Program
   (formerly the Park Play Structure Replacement Program)

- **Seven (7) Multi-Year Projects Continuing:**

Roadway

1. Aguilar Road Improvements
2. I-80 Westbound Auxiliary Lane
3. Monument Springs Drive Roadway and Bridge Improvements
4. Placer County Water Agency Roadway Improvements
5. Rocklin Road / I-80 Interchange Improvements

Parks and Trails

6. Sunset Whitney Recreation Area Improvements

Facilities

7. City Hall Office Space Study and Remodel

When projects are in-progress, but not fully completed by the end of the budgeted fiscal year, the project's remaining expenditure budget may carry-forward into the following fiscal year to allow for project completion.

- **Eight (8) Carry-Forward Projects:**

Roadway

1. Blue Oaks Boulevard Pedestrian Signal
2. Five Star Boulevard and Destiny Drive Repaving
3. Mission Hills Reconstruction - Phase IV
4. Park Drive Pavement Rehabilitation
5. Sierra College Boulevard Widening

Parks and Trails

6. Bicycle Pump Track and Parking Lot Extension

Facilities

7. Fire Station 25 Privacy
8. Police Department HVAC and Roof Replacement

- **Fourteen (14) Unfunded Projects:**

Roadway

1. Granite Drive Median
2. Pacific Street – Curb, Gutter, and Sidewalk
3. Park Drive Road Diet
4. Quarry District Alley Work
5. Railroad Avenue North West Extension
6. Sunset Boulevard Sidewalk

Parks and Trails

7. Johnson Springview Community Park Parking Lot
8. Kathy Lund Community Park Parking Lot
9. Kathy Lund Community Park Picnic Pavilion
10. Sunset Park Trail Phase A

Facilities

11. City Hall HVAC Refurbishment
12. Community Center Renovation
13. Police Department Solar Replacement
14. Public Safety Training Center

CAPITAL IMPROVEMENT PROGRAM ACCOMPLISHMENTS

The FY 2023/2024 Capital Improvement Program proved successful in achieving numerous capital improvement project accomplishments and/or major milestones, including the following:

- **Rocklin Road / I-80 Interchange Improvements**
  (Sierra College Corridor Multimodal Enhancements / Diverging Diamond Interchange)
  In November 2023, the City Council approved the environmental document and selected the preferred design alternative.

- **Pavement Rehabilitation**
  Constructed new ADA curb ramps and pavement rehabilitation on numerous streets throughout the City, including Park Drive between Stanford Ranch Road and Bay Street, the Mountaingate neighborhood, the Springview neighborhood, Argonaut Avenue between Midas Avenue and Hillside Drive, Five Star Boulevard, and Destiny Drive.

- **Sunset Whitney Recreation Area**
  Demolished the existing club house building. A design contract was also awarded for the design of pickleball courts, a prefabricated restroom, and laying out the overall parking lot.

- **Drainage Improvements**
  Rehabilitated and lined dual 72" storm drain pipes in the Cameo neighborhood. Additionally, drainage enhancements were performed on the northwest corner of Bradford Drive at Wyckford Boulevard to reduce the potential for flooding from open space.

- **ADA Curb Ramps**
  Upgraded numerous curb ramps at intersections to meet ADA requirements prior to pavement rehabilitation, including in the Springview neighborhood and at the intersection of Sunset Boulevard/Pacific Street.

- **Sunset Boulevard Median Modification**
  Modified a portion of an existing median island on Sunset Boulevard west of Pacific Street to increase the operational efficiency of vehicles through the traffic signal at Sunset Boulevard/Pacific Street.

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

Throughout each fiscal year, City staff identify potential capital improvement projects that are submitted during the following fiscal year's budget process. In order to systematically review and evaluate these requests, a Capital Improvement Program (CIP) has been developed. The CIP is a planning document to ensure that the City's infrastructure needs are appropriate, fiscally sustainable, and adequate to serve the community.

Capital Assets

Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold and have an estimated useful life of greater than one year. The threshold for infrastructure is set at $100,000. The thresholds for all assets other than infrastructure are $10,000 unless the asset is acquired using grant funds, in which case it is $5,000.

CIP Committee

The CIP Committee is comprised of staff representing various departments:

Aly Zimmermann, City Manager
Sherri Conway, Assistant City Manager
David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer and Deputy Director of Community Development
Debbie Draper, Community Development Administrative Technician
Reginald Williams, Fire Chief
Rustin Banks, Police Chief
Tameka Usher, Director of Administrative Services
Daniel Choe, Deputy Director of Administrative Services
Justin Nartker, Director of Public Works
Matt McClure, Public Works Manager
Shawn Darling, Parks and Recreation Manager

Project Selection and Prioritization

Projects identified in the CIP are primarily driven by staff evaluation or engineering studies and/or reports such as the Parks and Trails Master Plan or the Local Roadway Safety Plan. City staff also receive input from community members, the City Council, and Department Directors.

Project selection and priority is based on recommendations by the CIP Committee consisting of key staff from various City departments as previously identified. When rating projects, the Committee considers health, safety, liability, priority initiatives,

time sensitivity of funds involved, and the ability of a project to maintain or enhance functionality. Some projects have specified funding sources. However, some projects may compete for limited funding dollars. These projects are prioritized by the CIP Committee. The list is then compared to available staffing and dollars and as many projects as feasible are proposed to be funded, with the remaining projects designated as unfunded.

CIP Management

The CIP Committee and City staff manage the CIP on an ongoing basis throughout the fiscal year, providing progress reports when needed, evaluating new opportunities, and resolving issues.

The following are activities related to the management of the CIP:

- New CIP projects, with funding identified in the current fiscal year, must be approved before work can begin. The availability of funding and staffing are confirmed, as well as determining that the need for the project still exists.

- Oversight to ensure the funds are used for improvement projects and equipment according to City policies and procedures.

- The projected expenditures shown for future fiscal years are provided primarily for project planning and financial budgeting purposes and do not reflect a commitment of funds past the budget cycle of the plan.

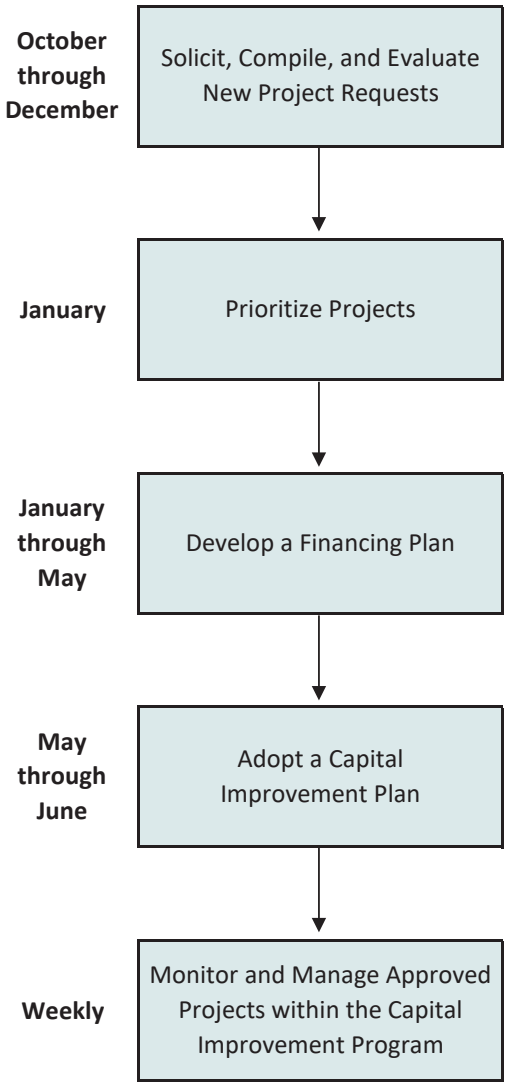
- After a CIP project and the associated budget is adopted, there may be a need to either increase a project budget or add a new project to the CIP prior to the next CIP budget cycle. In these cases, a request may be submitted to the City Council for approval if staff are unable to accommodate the request within previously adopted budgets.

Traffic Impact Fees and Capital Improvement Program

Consistent with the Rocklin General Plan, new development in the City will occur thereby generating additional traffic and contributing to the degradation of traffic levels of service. Street improvements necessary to maintain acceptable levels of service are identified in the Circulation Element of the General Plan, along with various methods of financing these improvements. One of these methods is the Traffic Impact Fee. The purpose of the Traffic Impact Fee is to finance street improvements that mitigate congestion caused by new development.

The City is currently working with a consulting firm to update the existing “Fee Report”; however, it will be at least a year before the update will be completed.

CAPITAL IMPROVEMENT PROGRAM TIMELINE



* The evaluation process should encompass all related project and asset costs including future associated operating, overhead, and maintenance costs.

CAPITAL PROJECT RANKING MATRIX

Project selection and priority are based on recommendations by the CIP Committee consisting of key staff from various City departments as previously identified. When rating projects, the Committee considers health/safety/liability, priority initiatives, time sensitivity of funds involved, and the ability of a project to maintain or enhance functionality.

These four criteria, which are weighted factors shown as percentages, are further defined as follows:

Rating Categories	Health / Safety / Liability		Priority Initiative		Time-Sensitive Funds		Maintain / Enhance Functionality	
Weighting	35%		20%		25%		20%	
Rank Scoring 1 to 10	7 - 10	Strong contribution toward public health & safety and/or reduction of City liability	7 - 10	Strong support from community/Council, aligns with City goals	10	Grant funded, urgent	7 - 10	Urgent repair, rehab, or replacement of City asset necessary
	4 - 6	Some improvement to public health & safety and/or reduction of City liability	4 - 6	Some support from community/Council, meets City objectives	7	Grant funded upcoming timeline	4 - 6	Repair, rehab, or replacement of City asset should be completed eventually
					3	Grant funded , no timeline		
	0 - 3	Little improvement to public health & safety and/or reduction of City liability	0 - 3	Little support from community/Council, little contribution toward City goals	0	Not time sensitive	0 - 3	Repair, rehab, or replacement of City asset can be deferred
0.0 Total Score	0	Score	0	Score	0	Score	0	Score

Health / Safety / Liability:

Projects that are critical to public health and safety or significantly reduce the City's risk of liability will receive a higher rating. This category includes projects which may be the result of litigation.

Priority Initiative:

This category assigns priority to projects based on City goals including the guiding principles of the City Strategic Plan, the General Plan, community and/or City Council supported projects, and equity.

Time-Sensitive Funds:

Capital Improvement Plan projects funded by state or federal grants often have funding deadlines. Grant-funded projects with timely-use-of-funding requirements will be rated higher than those without upcoming deadlines.

Maintain / Enhance Functionality:

This category rates projects according to the importance and urgency of the proposed repair, rehabilitation, or replacement. Proposed maintenance that can be deferred will be rated lower than pressing maintenance on a critical city asset.

HOW THE CAPITAL IMPROVEMENT PROGRAM IS ORGANIZED

Capital Improvement Program projects and equipment are categorized in the following manner:

1. Roadway Improvements
2. Parks and Trails Improvements
3. Facility Improvements
4. Improvement Programs
5. Equipment

Each of these categories is separately identified in the CIP, and includes expenditures and estimated costs by project or equipment type.

Roadway Improvements

Roadway Improvements include construction of new streets, reconstruction of existing streets, pedestrian and bicycle improvements, and installation of improvements in the public right of way, including but not limited to, storm drain infrastructure, traffic signals, street lighting, and landscaping.

Parks and Trails Improvements

Improvements to City-owned parks and trails includes upgrading and construction of amenities and improvements, including recreational or bicycle facilities.

Facility Improvements

Facility Improvements vary in scale and type, and are necessary to maintain operations, expand capacity or efficiencies, or to increase the life of the facility. These projects also provide opportunities to improve access such that programs and services are more easily available to the public.

Improvement Programs

Programs are recurring projects that are highly prioritized and important to the City, including the City's annual Pavement Management Program whereby streets are resurfaced with new asphalt. Due to their high priority, programs are funded first from available revenue sources.

Equipment

Equipment used for City operations that are not permanently attached to real property.

HOW TO READ THE PROJECT DETAIL SHEETS

Each Project Detail Sheet outlines enough basic project information to help a reader understand the scope and cost of the project. Following is an explanation of what the Capital Improvement Program project detail sheets contain and how to read them.

The **Project Name** is the name that has been assigned to the project.

A **Project #** is assigned upon approval of a project and is provided where applicable.

The **Project Category** designates which of the following categories the project falls under, and is noted at the top of the page:

- Roadway Improvement
- Parks and Trails Improvement
- Facilities Improvement
- Improvement Program

The **Location** describes the approximate site(s) within the City where the project will take place.

The **Description** outlines the scope and need for the project.

The **Schedule by Cost Element** represents both actual expenditures incurred to date and projected expenditures by the categories as defined below. Please note that projects are not required to include expenditures in all categories.

- **Planning / Design** - Includes property acquisition, right-of-way and related acquisition services, conceptual and final design, feasibility and environmental studies, utility coordination, scheduling, and plans/specifications preparation.

- **Construction** - Includes bid advertisement, award of construction contract, and construction itself.

The **Schedule by Funding Source** identifies the source(s) which have been identified to fund the project. Final funding sources will be determined by 1) the amount of funds available and 2) by the project's priority.

The **Project Manager** responsible for planning, organizing, leading, and controlling the execution of the project.

The estimated **Start** and **Completion Dates** are provided by each department.

Capital Improvement Program

Expenditures by Fund

Capital Improvement Program Expenditures by Fund

Capital Improvement Plan - Projects	Project Code	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
General Fund (100)									
Aguilar Road Improvements	50104	40,900	-	-	-	-	-	-	40,900
Bicycle Pump Track and Parking Lot Extension	45225	-	1,276,000	-	-	-	-	-	1,276,000
City Hall Office Space Study and Remodel	45421	24,000	-	-	-	-	-	-	24,000
Fire Station 22	50240	-	1,228,500	-	-	-	-	-	1,228,500
Fire Station 25 Privacy	41016	-	322,500	-	-	-	-	-	322,500
Park Amenity Replacement Program	10605	-	-	170,000	-	240,000	255,000	-	665,000
Sunset Whitney Recreation Area Improvements	21005	-	2,694,600	250,000	-	-	-	-	2,944,600
Subtotal General Fund		**$ 64,900**	**$ 5,521,600**	**$ 420,000**	**$ -**	**$ 240,000**	**$ 255,000**	**$ -**	**$ 6,501,500**
SB1 - Road Maintenance & Rehabilitation (205)									
Mission Hills Reconstruction - Phase IV	50154	-	539,700	-	-	-	-	-	539,700
Pavement Management Program	50007	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
Subtotal SB1 - Road Maintenance & Rehabilitation		**$ -**	**$ 702,800**	**$ 1,350,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 6,052,800**
SB 325 - Sales Tax (210)									
ADA Transition Program	45295	208,800	315,000	450,000	300,000	300,000	300,000	300,000	2,173,800
Aguilar Road Improvements	50104	220,200	734,700	-	-	-	-	-	954,900
At-Grade Railroad Roadway/Pedestrian Improvements	50159	-	-	250,000	-	-	356,000	-	606,000
Blue Oaks Boulevard Pedestrian Signal	50177	-	657,300	-	-	-	-	-	657,300
Bridge Preventative Maintenance Program	50016	-	-	75,000	75,000	75,000	75,000	75,000	375,000
China Garden Drainage Improvements	50008	-	-	100,000	-	-	-	-	100,000
Five Star Boulevard and Destiny Drive Repaving	50049	-	932,800	-	-	-	-	-	932,800
Local Roadway Safety Plan Implementation Program	50017	-	-	150,000	150,000	150,000	150,000	150,000	750,000
Oak and Pine Block Improvements	50021	-	-	150,000	-	1,700,000	-	-	1,850,000
Park Drive Pavement Rehabilitation	50005	-	319,000	-	-	-	-	-	319,000
Pavement Management Program	50007	234,400	957,500	805,000	805,000	805,000	805,000	805,000	5,216,900
Placer County Water Agency Roadway Improvements	50174	-	693,500	-	150,000	200,000	200,000	200,000	1,443,500
Sierra College Boulevard at I-80 Resurfacing	50087	-	-	200,000	-	-	-	-	200,000
Stormwater Pipe Replacement Program	50139	57,500	1,000,500	632,500	632,500	632,500	632,500	632,500	4,220,500
Uncontrolled Crosswalk Enhancements	50158	-	200,000	615,000	325,000	325,000	-	-	1,465,000
Subtotal SB 325 - Sales Tax		**$ 720,900**	**$ 5,810,300**	**$ 3,427,500**	**$ 2,437,500**	**$ 4,187,500**	**$ 2,518,500**	**$ 2,162,500**	**$ 21,264,700**
Bicycle and Pedestrian (212)									
Blue Oaks Boulevard Pedestrian Signal	50177	-	286,000	-	-	-	-	-	286,000
Subtotal Bicycle and Pedestrian		**$ -**	**$ 286,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 286,000**
Community Facilities District #5 (232)									
Park Amenity Replacement Program	10605	-	-	-	225,000	-	-	270,000	495,000
Subtotal Community Facilities District #5		**$ -**	**$ -**	**$ -**	**$ 225,000**	**$ -**	**$ -**	**$ 270,000**	**$ 495,000**
Streets Grants (240)									
At-Grade Railroad Roadway/Pedestrian Improvements	50159	-	-	450,000	-	-	3,101,900	-	3,551,900
I-80 Westbound Auxiliary Lane	50161	6,100	868,900	-	-	-	-	-	875,000
Park Drive Pavement Rehabilitation	50005	113,800	1,751,700	-	-	-	-	-	1,865,500
Rocklin Road / I-80 Interchange Improvements	50162	1,666,700	3,447,500	-	981,800	5,917,000	-	-	12,013,000
Whitney Ranch Parkway Widening	50081	-	-	3,100,000	-	-	-	-	3,100,000
Subtotal Streets Grants		**$ 1,786,600**	**$ 6,068,100**	**$ 3,550,000**	**$ 981,800**	**$ 5,917,000**	**$ 3,101,900**	**$ -**	**$ 21,405,400**
CDBG - HUD Entitlement (257)									
ADA Transition Program	Multi	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
Subtotal CDBG - HUD Entitlement		**$ 182,300**	**$ 197,600**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 1,379,900**
Grants & Other Reimbursables (275)									
Johnson Springview Comm. Park Pedestrian Bridge	40035	-	500,000	-	-	-	-	-	500,000
Sunset Whitney Recreation Area Improvements	21005	-	400,000	-	-	-	-	-	400,000
Subtotal Grants & Other Reimbursables		**$ -**	**$ 900,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 900,000**

Capital Improvement Program Expenditures by Fund

Capital Improvement Plan - Projects	Project Code	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Traffic Circulation Impact Fees (302)									
Monument Springs Drive Roadway/Bridge Impr.	50173	-	1,500,000	-	-	10,000,000	-	-	11,500,000
Rocklin Road / I-80 Interchange Improvements	50162	-	-	-	-	6,000,000	-	-	6,000,000
Rocklin Road Widening	50129	-	200,000	-	-	-	-	-	200,000
Sierra College Boulevard Widening	50164	24,200	750,000	-	-	-	-	-	774,200
Sunset Boulevard Widening	50094	-	200,000	200,000	-	-	-	-	400,000
Subtotal Traffic Circulation Impact Fees		**$ 24,200**	**$ 2,650,000**	**$ 200,000**	**$ -**	**$ 16,000,000**	**$ -**	**$ -**	**$ 18,874,200**
Capital Construction Fee (304)									
City Hall Office Space Study and Remodel	45421	-	476,000	-	-	-	-	-	476,000
Police Department HVAC and Roof Replacement	45461	-	1,850,000	-	-	-	-	-	1,850,000
Subtotal Capital Construction Fee		**$ -**	**$ 2,326,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,326,000**
North West Rocklin Community Park Fee (307)									
Bicycle Pump Track and Parking Lot Extension	45225	19,500	900,500	-	-	-	-	-	920,000
Subtotal North West Rocklin Community Park Fee		**$ 19,500**	**$ 900,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 920,000**
Whitney Ranch Interchange Impact Fee (325)									
Whitney Ranch Parkway Widening	50081	-	200,000	700,000	-	-	-	-	900,000
Subtotal Whitney Ranch Interchange Impact Fee		**$ -**	**$ 200,000**	**$ 700,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 900,000**
CFD #7 Blue Oaks (706)									
Blue Oaks Boulevard Pedestrian Signal	50177	-	53,900	-	-	-	-	-	53,900
Subtotal CFD #7 Blue Oaks		**$ -**	**$ 53,900**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 53,900**
Unfunded									
Rocklin Road / I-80 Interchange Improvements	50162	-	-	3,000,000	-	22,500,000	-	-	25,500,000
Subtotal Unfunded		**$ -**	**$ -**	**$ 3,000,000**	**$ -**	**$ 22,500,000**	**$ -**	**$ -**	**$ 25,500,000**
Total Projects		**$ 2,798,400**	**$ 25,616,800**	**$ 12,847,500**	**$ 4,844,300**	**$ 50,044,500**	**$ 7,075,400**	**$ 3,632,500**	**$ 106,859,400**

Capital Improvement Program - Equipment									
General Fund (100)									
Mechanical Chest Compression Unit		-	-	20,000	20,000	20,000	20,000	-	80,000
Automated External Defibrillators		-	-	44,500	45,000	46,000	46,500	47,000	229,000
Subtotal General Fund		**$ -**	**$ -**	**$ 64,500**	**$ 65,000**	**$ 66,000**	**$ 66,500**	**$ 47,000**	**$ 309,000**
Total Equipment		**$ -**	**$ -**	**$ 64,500**	**$ 65,000**	**$ 66,000**	**$ 66,500**	**$ 47,000**	**$ 309,000**
Total Capital Improvement Program		**$ 2,798,400**	**$ 25,616,800**	**$ 12,912,000**	**$ 4,909,300**	**$ 50,110,500**	**$ 7,141,900**	**$ 3,679,500**	**$ 107,168,400**

Summary by Category	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Roadway Improvements	2,071,900	13,335,000	8,765,000	1,456,800	46,642,000	3,657,900	200,000	**76,128,600**
Parks & Trails Improvements	19,500	5,771,100	250,000	-	-	-	-	**6,040,600**
Capital Improvement Programs	683,000	2,633,700	3,832,500	3,387,500	3,402,500	3,417,500	3,432,500	**20,789,200**
Facility Improvements	24,000	3,877,000	-	-	-	-	-	**3,901,000**
Equipment	-	-	64,500	65,000	66,000	66,500	47,000	**309,000**
Total	**$ 2,798,400**	**$ 25,616,800**	**$ 12,912,000**	**$ 4,909,300**	**$ 50,110,500**	**$ 7,141,900**	**$ 3,679,500**	**$ 107,168,400**

This page is intentionally left blank

Capital Improvement Program

Roadway Improvement Projects

ROCKLIN
CALIFORNIA

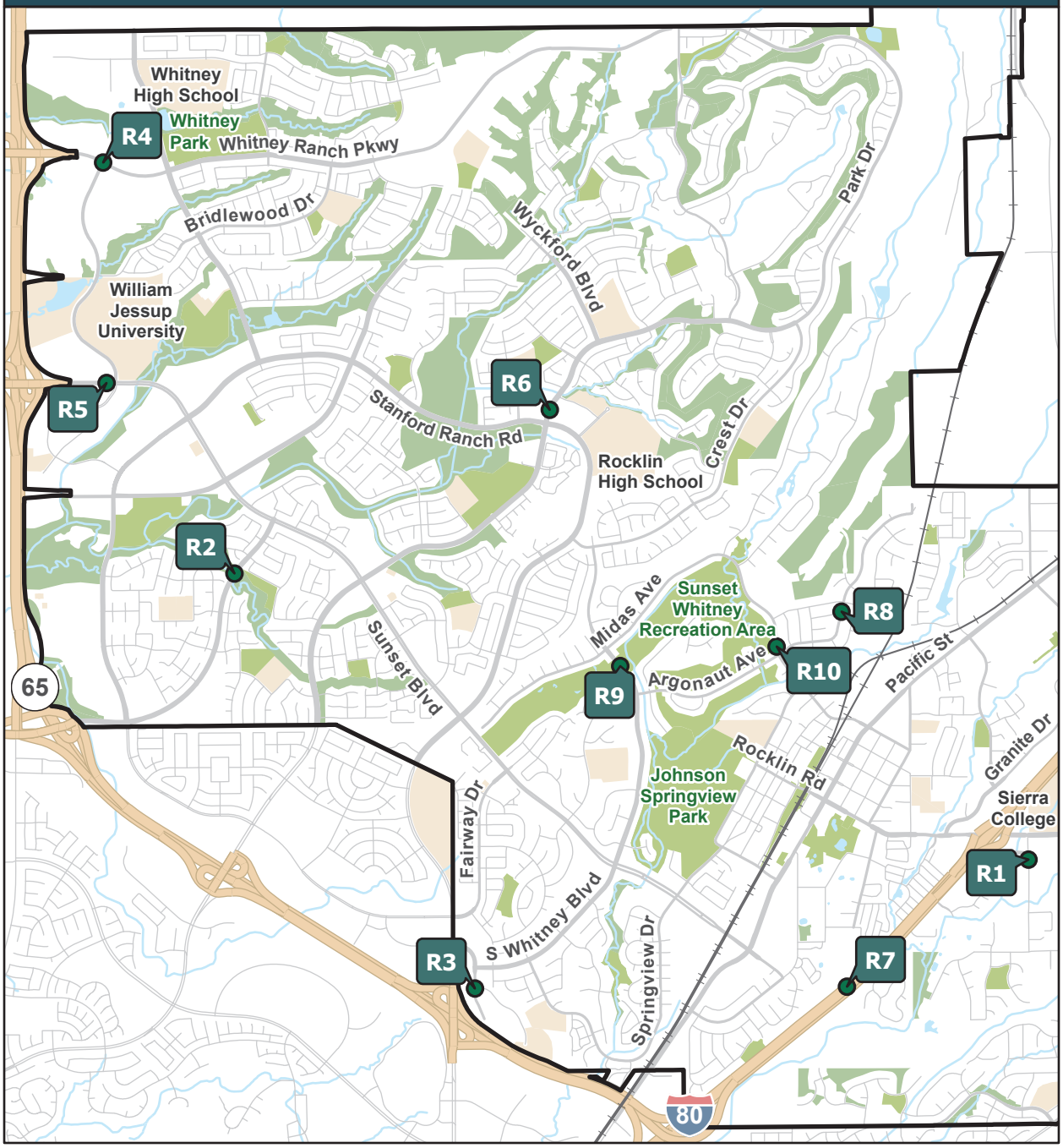
Roadway Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Aguilar Road Improvements - 50104								
General Fund (100)	40,900	-	-	-	-	-	-	40,900
Sales Tax SB 325 (210)	220,200	734,700	-	-	-	-	-	954,900
At-Grade Railroad Roadway and Pedestrian Improvements - 50159								
Sales Tax SB 325 (210)	-	-	250,000	-	-	356,000	-	606,000
Grant / CALTRANS - RSTP (240)	-	-	450,000	-	-	3,101,900	-	3,551,900
Blue Oaks Boulevard Pedestrian Signal - 50177								
Sales Tax SB 325 (210)	-	657,300	-	-	-	-	-	657,300
CFD #7 (706)	-	53,900	-	-	-	-	-	53,900
Bicycle / Pedestrian - LTF (212)	-	286,000	-	-	-	-	-	286,000
China Garden Drainage Improvements - 50008								
Sales Tax SB 325 (210)	-	-	100,000	-	-	-	-	100,000
Five Star Boulevard and Destiny Drive Repaving - 50049								
Sales Tax SB 325 (210)	-	932,800	-	-	-	-	-	932,800
I-80 Westbound Auxiliary Lane - 50161								
Grant / SPRTA (240)	6,100	868,900	-	-	-	-	-	875,000
Mission Hills Reconstructoin - Phase IV - 50154								
SB1 - RMRA (205)	-	539,700	-	-	-	-	-	539,700
Monument Springs Drive Roadway /Bridge Improvements - 50173								
Traffic Circulation (302)	-	1,500,000	-	-	10,000,000	-	-	11,500,000
Oak and Pine Block Improvements - 50021								
Sales Tax SB 325 (210)	-	-	150,000	-	1,700,000	-	-	1,850,000
Park Drive Pavement Rehabilitation - 50005								
Sales Tax SB 325 (210)	-	319,000	-	-	-	-	-	319,000
Grant / CALTRANS - RSTP (240)	113,800	1,751,700	-	-	-	-	-	1,865,500
Placer County Water Agency Roadway Improvements - 50174								
Sales Tax SB 325 (210)	-	693,500	-	150,000	200,000	200,000	200,000	1,443,500
Rocklin Road / I-80 Interchange Improvements - 50162								
Grant / RSTP (240)	-	-	-	-	10,000	-	-	10,000
Grant / CMAQ (240)	-	-	-	-	503,000	-	-	503,000
Grant / SPRTA (240)	1,666,700	3,447,500	-	981,800	5,404,000	-	-	11,500,000
Traffic Circulation (302)	-	-	-	-	6,000,000	-	-	6,000,000
Unfunded - Seeking Federal Earmark (UFE)	-	-	3,000,000	-	-	-	-	3,000,000
Unfunded - Seeking Federal Grant (UFG)	-	-	-	-	22,500,000	-	-	22,500,000
Rocklin Road Widening - 50129								
Traffic Circulation (302)	-	200,000	-	-	-	-	-	200,000
Sierra College Boulevard at I-80 Resurfacing - 50087								
Sales Tax SB 325 (210)	-	-	200,000	-	-	-	-	200,000
Sierra College Boulevard Widening - 50164								
Traffic Circulation (302)	24,200	750,000	-	-	-	-	-	774,200

Roadway Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Sunset Boulevard Widening - 50094								
Traffic Circulation (302)	-	200,000	200,000	-	-	-	-	400,000
Uncontrolled Crosswalk Enhancements - 50158								
Sales Tax SB 325 (210)	-	200,000	615,000	325,000	325,000	-	-	1,465,000
Whitney Ranch Parkway Widening - 50081								
Grant / SPRTA (240)	-	-	3,100,000	-	-	-	-	3,100,000
Whitney Ranch Interchange Impact Fees (325)	-	200,000	700,000	-	-	-	-	900,000
Totals by Fund								
General Fund (100)	40,900	-	-	-	-	-	-	40,900
SB1 - RMRA (205)	-	539,700	-	-	-	-	-	539,700
Sales Tax SB 325 (210)	220,200	3,537,300	1,315,000	475,000	2,225,000	556,000	200,000	8,528,500
Bicycle / Pedestrian (212)	-	286,000	-	-	-	-	-	286,000
CFD #7 (706)	-	53,900	-	-	-	-	-	53,900
Grant (240)	1,786,600	6,068,100	3,550,000	981,800	5,917,000	3,101,900	-	21,405,400
Traffic Circulation (302)	24,200	2,650,000	200,000	-	16,000,000	-	-	18,874,200
Whitney Ranch Interchange Impact Fees (325)	-	200,000	700,000	-	-	-	-	900,000
Unfunded - Seeking Federal Earmark (UFE)	-	-	3,000,000	-	-	-	-	3,000,000
Unfunded - Seeking Federal Grant (UFG)	-	-	-	-	22,500,000	-	-	22,500,000
Total Roadway Improvements	**2,071,900**	**13,335,000**	**8,765,000**	**1,456,800**	**46,642,000**	**3,657,900**	**200,000**	**76,128,600**

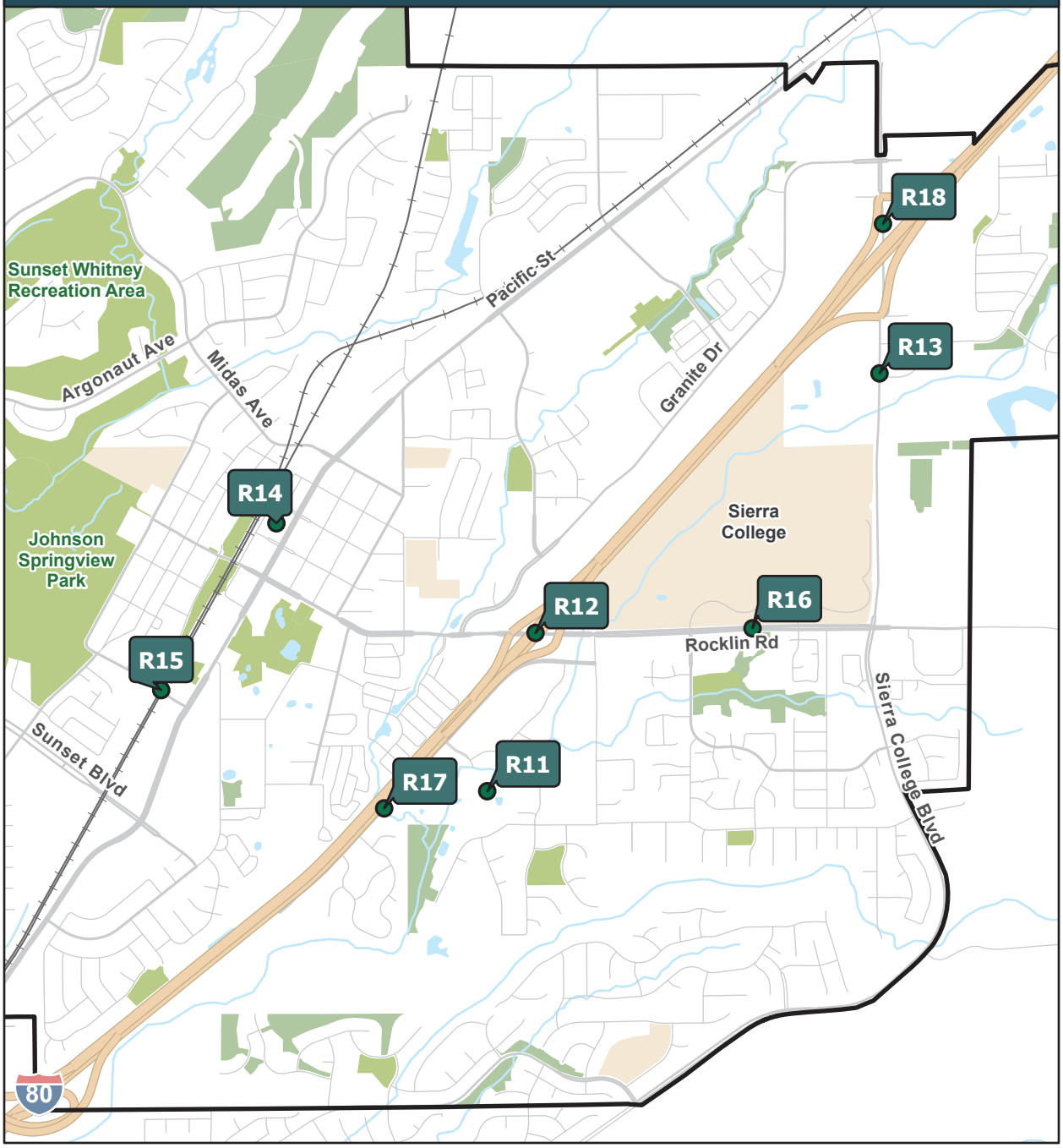
Roadway Improvement Projects



No.	Project
R1	Aguilar Road Improvements
R2	Blue Oaks Boulevard Pedestrian Signal
R3	Five Star Boulevard and Destiny Drive Repaving
R4	Whitney Ranch Parkway Widening
R5	Sunset Boulevard Widening

No.	Project
R6	Park Drive Pavement Rehabilitation
R7	I-80 Westbound Auxiliary Lane
R8	Mission Hills Reconstruction - Phase IV
R9	Uncontrolled Crosswalk Enhancements
R10	Placer County Water Agency Roadway Improvements

Roadway Improvement Projects



No.	Project
R11	Monument Springs Drive Roadway and Bridge Imprv.
R12	Rocklin Road / I-80 Interchange Improvements
R13	Sierra College Boulevard Widening
R14	Oak and Pine Block Improvements
R15	At-Grade Railroad Roadway and Pedestrian Improvements
R16	Rocklin Road Widening
R17	China Garden Drainage Improvements
R18	Sierra College Boulevard at I-80 Resurfacing

Project Name	Project #

Aguilar Road Improvements

Aguilar Road between China Garden Road and Greenbrae Road

50104

Description

Aguilar Road Improvements include road resurfacing, installation of curb, gutter, sidewalk, and drainage improvements. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	40,900	-	-	-	-	-	-	40,900
210 Sales Tax SB 325	220,200	734,700		-	-	-	-	954,900
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ 261,100	$ 734,700	$ -	$ -	$ -	$ -	$ -	$ 995,800

Project Manager: Hunter Young
Department: Community Development

Start Date: 05/15/22
Est. Completion Date: 06/30/28



Project Name	Project #

At-Grade Railroad Roadway and Pedestrian Improvements

Various railroad crossings throughout the City

50159

Description

Various at-grade railroad crossings in the City will be assessed to identify the following: 1) gaps in the sidewalk network, 2) roadway safety improvements, and 3) pavement resurfacing on streets where rail crossings exist. The priority of railroad crossings is Farron Street, Del Mar Avenue, Midas Avenue, and Dominguez Road.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	250,000	-	-	-	-	250,000
240 Grant / RSTP	-	-	450,000	-	-	-	-	450,000
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	-	-	-	356,000	-	356,000
240 Grant / RSTP	-	-	-	-	-	3,101,900	-	3,101,900
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 700,000	$ -	$ -	$ 3,457,900	$ -	$ 4,157,900

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 07/01/24
Est. Completion Date: 12/31/28



Project Name	Project #

Blue Oaks Boulevard Pedestrian Signal

Blue Oaks Boulevard between Cassia Way and Tanager Way

50177

Description

A new traffic signal will be installed to allow for the safe crossing of pedestrians connecting the existing multi-use trails contiguous with City open space. Additionally, ADA improvements, including curb ramps and median island refuge, will be constructed to allow for crossing the existing landscaped median.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	127,300	-	-	-	-	-	127,300
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	530,000	-	-	-	-	-	530,000
212 Bicycle/Pedestrian	-	286,000	-	-	-	-	-	286,000
706 CFD #7	-	53,900	-	-	-	-	-	53,900
Total	$ -	$ 997,200	$ -	$ -	$ -	$ -	$ -	$ 997,200

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 06/30/25



Project Name	Project #

China Garden Drainage Improvements

5580 China Garden Road

50008

Description

A new catch basin and storm drain pipe will be installed on the south side of China Garden Road near the existing pond located on private property to ensure future roadway drainage is captured and discharged into the pond without breaching the existing asphalt berm on the south side of the roadway. This project was committed to by the City due to involvement from the Central Valley Regional Water Quality Control Board. Work will also include topographic survey, potholing utilities, and construction.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	25,000	-	-	-	-	25,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	75,000	-	-	-	-	75,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 02/01/25
Est. Completion Date: 12/31/25



Project Name	Project #

Five Star Boulevard and Destiny Drive Repaving

Five Star Boulevard from Stanford Ranch Road to the end and Destiny Drive from Five Star Boulevard to the end

50049

Description

Rehabilitate pavement, replace traffic signal loops, install new striping, and update ADA curb ramps where appropriate.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	932,800	-	-	-	-	-	932,800
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 932,800	$ -	$ -	$ -	$ -	$ -	$ 932,800

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 09/30/24



Project Name	Project #

I-80 Westbound Auxiliary Lane

Westbound I-80 between Rocklin Road and State Route 65

50161

Description

The first phase of the project is to complete the Project Approval and Environmental Document (PA&ED) consistent with Caltrans standards for work on the National Highway System. The project will ultimately construct an auxiliary lane between the Rocklin Road acceleration lane and the deceleration lane for the westbound connector to State Route 65.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
240 Grant / SPRTA	6,100	868,900	-	-		-	-	875,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ 6,100	$ 868,900	$ -	$ -	$ -	$ -	$ -	$ 875,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 02/01/23
Est. Completion Date: 2035



Project Name	Project #

Mission Hills Reconstruction (Phase IV)

Various streets in the Mission Hills, Hillside, and Argonaut area

50154

Description

Resurface Argonaut Avenue between Midas Avenue and Hillside Drive.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
205 SB1 RMRA	-	539,700	-	-	-	-	-	539,700
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 539,700	$ -	$ -	$ -	$ -	$ -	$ 539,700

Project Manager: Rick Lawrence
Department: Public Works

Start Date: 06/30/23
Est. Completion Date: 09/30/24



Project Name	Project #

Monument Springs Drive Roadway and Bridge Improvements

Greenbrae Road to Hidden Glen Drive

50173

Description

This is a roadway gap closure project which will construct new roadway, curb, gutter, and sidewalk, including a new bridge over Secret Ravine, to connect to the existing roadway at the intersections of Hidden Glen Drive as well as Greenbrae Road. Work will also include installation of underground utilities and coordination with utility owners as appropriate.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	-	1,500,000	-	-	-	-	-	1,500,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
302 Traffic Circulation	-	-	-	-	10,000,000	-	-	10,000,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 1,500,000	$ -	$ -	$ 10,000,000	$ -	$ -	$ 11,500,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 12/31/27



Project Name	Project #

Oak and Pine Block Improvements

50021

Railroad Avenue between Oak Street and Pine Street; Pine Street between Railroad Avenue and Pacific Street; Oak Street between Railroad Avenue and Pacific Street

Description

This project will support the City's desire to develop a City-owned lot on Pacific Street between Oak Street and Pine Street. Proposed development of the City's site will require improvements, including but not limited to, curb, gutter, sidewalk, curb ramps, storm drain improvements, and street lighting.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	150,000	-	-	-	-	150,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	-	-	1,700,000	-	-	1,700,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 150,000	$ -	$ 1,700,000	$ -	$ -	$ 1,850,000

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 07/01/24
Est. Completion Date: 06/30/27



Project Name	Project #

Park Drive Pavement Rehabilitation

Park Drive between Stanford Ranch Road and Bay Street

50005

Description

Rehabilitate pavement, replace traffic signal loops, install new striping, and update ADA curb ramps where appropriate.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
240 Grant / RSTP	113,800	-	-	-	-	-	-	113,800
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	319,000	-	-	-	-	-	319,000
240 Grant / RSTP	-	1,751,700	-	-	-	-	-	1,751,700
	-	-	-	-	-	-	-	-
Total	**$ 113,800**	**$ 2,070,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,184,500**

Project Manager: Hunter Young
Department: Community Development

Start Date: 02/01/21
Est. Completion Date: 09/30/24



Project Name	Project #

Placer County Water Agency Roadway Improvements

Various segments on Midas Avenue and Sunset Boulevard

50174

Description

Placer County Water Agency (PCWA) will be replacing pipeline on segments of Midas Avenue and Sunset Boulevard. In cooperation with the City, PCWA will expand the scope of pavement restoration to include the full width of the roadway. The City will reimburse PCWA for needed asphalt digouts throughout the project area and will also reimburse for non-project related pavement costs (bike lane areas).

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	693,500	-	150,000	200,000	200,000	200,000	1,443,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ 693,500**	**$ -**	**$ 150,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 1,443,500**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: 11/30/23
Est. Completion Date: 06/30/29



Project Name	Project #

Rocklin Road / I-80 Interchange Improvements

(Formerly known as Rocklin Road - Sierra College Corridor Multimodal Enhancements / Diverging Diamond Interchange (DDI)

Eastbound and Westbound on/off ramps at the I-80 and Rocklin Road Interchange

50162

Description

Design and construct roadway and pedestrian improvements, including but not limited to, a diverging diamond interchange (DDI), pedestrian overcrossing of I-80, and other safety enhancements to reduce traffic congestion and improve pedestrian connectivity in Rocklin.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
240 Grant / SPRTA	1,666,700	3,447,500	-	981,800	-	-	-	6,096,000
Unfunded (Earmark)	-	-	3,000,000	-	-	-	-	3,000,000
Construction								
240 Grant / RSTP	-	-	-	-	10,000	-	-	10,000
240 Grant / CMAQ	-	-	-	-	503,000	-	-	503,000
240 Grant / SPRTA	-	-	-	-	5,404,000	-	-	5,404,000
302 Traffic Circulation	-	-		-	6,000,000	-	-	6,000,000
Unfunded	-	-		-	22,500,000	-	-	22,500,000
Total	**$ 1,666,700**	**$ 3,447,500**	**$ 3,000,000**	**$ 981,800**	**$ 34,417,000**	**$ -**	**$ -**	**$ 43,513,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: 08/01/21
Est. Completion Date: 12/31/28



Project Name	Project #

Rocklin Road Widening

Rocklin Road between I-80 and Sierra College Boulevard

50129

Description

This first phase of the project will perform preliminary engineering to identify the ultimate right-of-way necessary for widening Rocklin Road from four lanes to six between I-80 and Sierra College Boulevard. Preliminary engineering can study traffic impacts, assuming the diverging diamond interchange at I-80/Rocklin Road is constructed, as well as early environmental concerns. Right-of-way impacts will be included as Sierra College and the City have an agreement by which Sierra College will dedicate the necessary right-of-way to the City within a stipulated timeline. There is no construction timeline associated with this project.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	-	200,000	-	-	-	-	-	200,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 05/01/24
Est. Completion Date: 06/30/26



Project Name	Project #

Sierra College Boulevard at I-80 Resurfacing

Sierra College Boulevard between Granite Drive and Schriber Way

50087

Description

Pavement rehabilitation on Sierra College Boulevard between Granite Drive and Schriber Way. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 SB325 Sales Tax	-	-	200,000	-	-	-	-	200,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000

Project Manager: Hunter Young
Department: Community Development

Est. Start Date: 07/01/24
Est. Completion Date: 12/31/26



Project Name	Project #

Sierra College Boulevard Widening

Southbound Sierra College Boulevard between Schriber Way/Rocklin Station Driveway and Dominguez Road

50164

Description

Widen southbound Sierra College Boulevard between Schriber Way and Dominquez Road to install pavement for a future third southbound travel lane as well as install new sidewalk contiguous with the Lifehouse Church property. Additional improvements will replace traffic signal loops, install new striping, traffic signal pole, and update one ADA curb ramp.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	24,200	-	-	-	-	-	-	24,200
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
302 Traffic Circulation	-	750,000	-	-	-	-	-	750,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ 24,200**	**$ 750,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 774,200**

Project Manager: Hunter Young
Department: Community Development

Start Date: 06/30/23
Est. Completion Date: 04/30/25



Project Name	Project #

Sunset Boulevard Widening

Sunset Boulevard (Eastbound) between State Route 65 and Atherton Road

50094

Description

Widening of eastbound Sunset Boulevard from State Route 65 to east of Atherton Road to provide for three eastbound lanes consistent with the General Plan. The work will include a third eastbound travel lane, sidewalk, curb, gutter, street lighting, and landscaping. The current phase is to obtain CEQA clearance, identify right of way impacts, and prepare conceptual design. If funding allows, full construction documents may be prepared. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
302 Traffic Circulation	-	200,000	200,000	-	-	-	-	400,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ 400,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 05/01/24
Est. Completion Date: 12/31/27



Project Name	Project #

Uncontrolled Crosswalk Enhancements

Various crosswalks throughout the City

50158

Description

Staff assessed existing uncontrolled crosswalks throughout the City to prioritize crosswalk enhancements to increase pedestrian safety. FY 2023/24 improvements include installation of curb ramps and flashing lights on Crest Drive at Valley View Elementary school. Striping and signing upgrades will be installed Whitney High, Springview Middle, and eight other elemetary schools. Proposed work in FY 2024/25 include curb ramps and median island passageway on Whitney Boulevard south of Midas Avenue above the golf cart tunnel.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
210 Sales Tax SB 325	-	-	15,000	25,000	25,000	-	-	65,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	200,000	600,000	300,000	300,000	-	-	1,400,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ 200,000**	**$ 615,000**	**$ 325,000**	**$ 325,000**	**$ -**	**$ -**	**$ 1,465,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: 09/01/23
Est. Completion Date: 06/30/27



Project Name	Project #

Whitney Ranch Parkway Widening

Whitney Ranch Parkway from State Route 65 to University Avenue

50081

Description

Widen Whitney Ranch Parkway between the City limits and University Avenue, including installation of a new traffic signal at University Avenue. The project will also includes installation of a second northbound left turn lane from University Avenue to westbound Whitney Ranch Parkway consistent with the City's General Plan. The project requires coordination with the private development (i.e., Whitney Ranch Retail) located on the southwest corner of the intersection due to right-of-way impacts as well as coordination with Placer County Public Works in connection with the County's Placer Parkway project.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
325 WR Interchange	-	200,000	-	-	-	-	-	200,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
240 Grant / SPRTA	-	-	3,100,000	-	-	-	-	3,100,000
325 WR Interchange	-	-	700,000	-	-	-	-	700,000
	-	-	-	-	-	-	-	-
Total	$ -	$ 200,000	$ 3,800,000	$ -	$ -	$ -	$ -	$ 4,000,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 03/01/24
Est. Completion Date: 12/31/25



This page is intentionally left blank

Capital Improvement Program

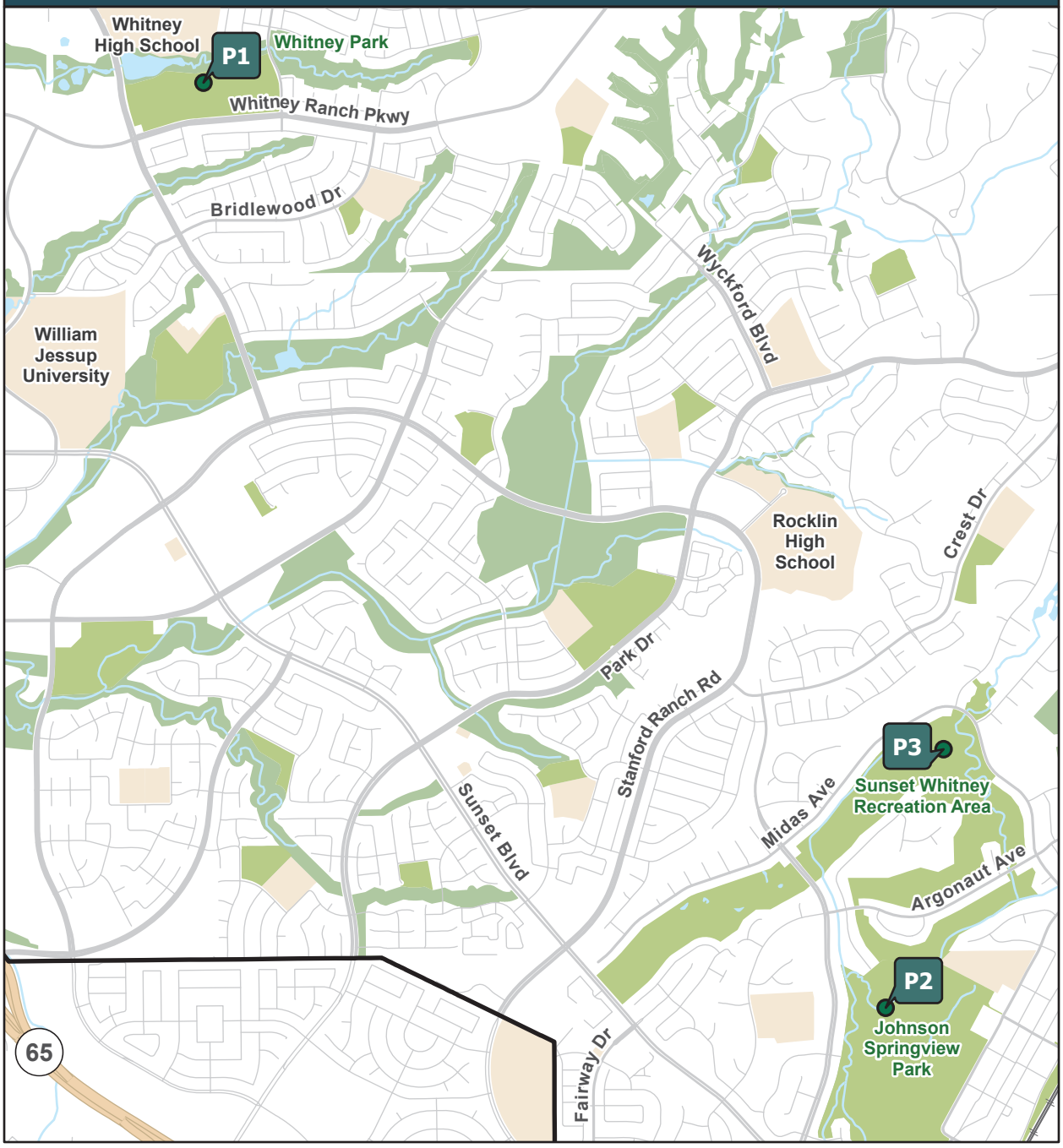
Parks and Trails Improvement Projects

ROCKLIN
CALIFORNIA

Parks and Trails Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Bicycle Pump Track and Parking Lot Extension - 45225								
General Fund (100)	-	1,276,000	-	-	-	-	-	1,276,000
North West Rocklin Community Park Fee (307)	19,500	900,500	-	-	-	-	-	920,000
Johnson Springview Community Park Pedestrian Bridge - 40035								
Grant / State Earmark (275)	-	500,000	-	-	-	-	-	500,000
Sunset Whitney Recreation Area Improvements - 21005								
General Fund (100)	-	2,694,600	250,000	-	-	-	-	2,944,600
Grant / Placer Valley Tourism (275)	-	400,000	-	-	-	-	-	400,000
								-
								-
								-
Totals by Fund								
General Fund (100)	-	3,970,600	250,000	-	-	-	-	4,220,600
Grants & Other Reimbursables (275)	-	900,000	-	-	-	-	-	900,000
North West Rocklin Community Park Fee (307)	19,500	900,500	-	-	-	-	-	920,000
Total Parks and Trails Improvements	**19,500**	**5,771,100**	**250,000**	**-**	**-**	**-**	**-**	**6,040,600**

Parks and Trails Improvement Projects



No. Project

P1 Bicycle Pump Track and Parking Lot Extension
P2 Johnson Springview Community Park Pedestrian Bridge
P3 Sunset Whitney Recreation Area Improvements

Project Name	Project #

Bicycle Pump Track and Parking Lot Extension

Whitney Community Park - 1801 Whitney Ranch Parkway

45225

Description

Design and construction of a bicycle pump track at Whitney Community Park. The project will also extend the existing parking lot, install a shade structure, and construct other amenities as funding permits.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
Pump Track								
307 NW Rocklin Park Fees	19,500	72,800	-	-	-	-	-	92,300
Construction								
Pump Track								
307 NW Rocklin Park Fees	-	827,700	-	-	-	-	-	827,700
Parking Lot Extension								
100 General Fund	-	1,276,000	-	-	-	-	-	1,276,000
Total	**$ 19,500**	**$ 2,176,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,196,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: 01/01/22
Est. Completion Date: 04/30/25



Project Name	Project #

Johnson Springview Community Park Pedestrian Bridge

Johnson Springview Community Park - 5480 5th Street

40035

Description

Connect Johnson Springview Community Park and Sunset Whitney Recreation Area with a pedestrian bridge. The project is intended to be a joint development between South Placer Municipal Utility District (SPMUD) and the City of Rocklin. SPMUD is taking the lead on the design and environmental portion of the project.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
275 Grants-State Earmark	-	500,000	-	-	-	-	-	500,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Project Manager: Hunter Young
Department: Community Development

Start Date: 07/01/23
Est. Completion Date: 12/31/27



Project Name	Project #

Sunset Whitney Recreation Area Improvements

Sunset Whitney Recreation Area - 4201 Midas Avenue

21005

Description

Design and construct various recreational improvements to encourage physical activity and enhance the quality of life of Rocklin residents. Proposed Phase I improvements include pickleball courts, restroom facilities, a maintenance building, Veterans Memorial, and improved parking lot.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	300,000	-	-	-	-	-	300,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	-	2,394,600	250,000	-	-	-	-	2,644,600
275 Grant / PVT	-	400,000	-	-	-	-	-	400,000
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ 3,094,600**	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,344,600**

Project Manager: Hunter Young
Department: Community Development

Start Date: 01/01/23
Est. Completion Date: 12/31/26



Capital Improvement Program

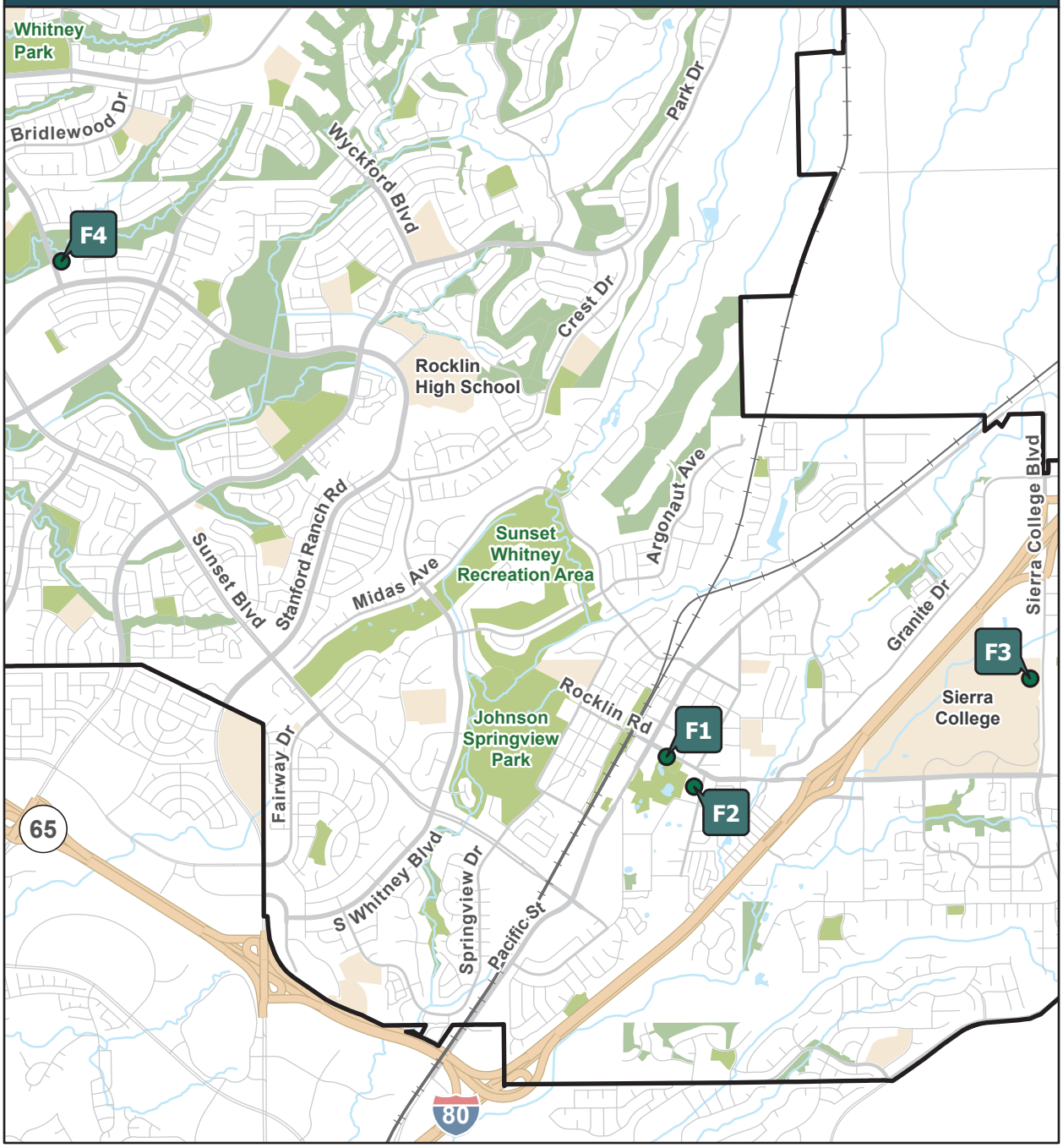
Facility Improvement Projects

ROCKLIN
CALIFORNIA

Facility Improvement Project Expenditures by Project

Project Name / Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
City Hall Office Space Study and Remodel - 45421								
General Fund (100)	24,000	-	-	-	-	-	-	24,000
Capital Construction Fee (304)	-	476,000	-	-	-	-	-	476,000
Fire Station 22 - 50240								
General Fund (100)	-	1,228,500	-	-	-	-	-	1,228,500
Fire Station 25 Privacy - 41016								
General Fund (100)	-	322,500	-	-	-	-	-	322,500
Police Department HVAC and Roof Replacement - 45461								
Capital Construction Fee (304)	-	1,850,000	-	-	-	-	-	1,850,000
Totals by Fund								
General Fund (100)	24,000	1,551,000	-	-	-	-	-	1,575,000
Capital Construction Fee (304)	-	2,326,000	-	-	-	-	-	2,326,000
Total Facility Improvements	**24,000**	**3,877,000**	**-**	**-**	**-**	**-**	**-**	**3,901,000**

Facility Improvement Projects



No. Project

F1 City Hall Office Space Study and Remodel
F2 Police Department HVAC and Roof Replacement
F3 Fire Station 22
F4 Fire Station 25 Privacy

Project Name	Project #

City Hall Office Space Study and Remodel

City Hall - 3970 Rocklin Road

45421

Description

Evaluate and remodel the current space and departmental needs of the City Hall. This effort will improve efficiencies, enhance security for staff, confidential matters and materials, and realign space for specific departmental needs. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	24,000	-	-	-	-	-	-	24,000
304 Capital Construction	-	476,000	-	-	-	-	-	476,000
	-	-	-	-	-	-	-	-
Total	$ 24,000	$ 476,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Project Manager: Matt McClure
Department: Public Works

Start Date: 07/01/22
Est. Completion Date: 06/30/25



Project Name	Project #

Fire Station 22

Sierra College Boulevard at Stadium Way

50240

Description

Design and construct a new fire station to serve the residents of southeast Rocklin. Construction costs to be determined as design is defined.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	1,228,500	-	-	-	-	-	1,228,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 1,228,500	$ -	$ -	$ -	$ -	$ -	$ 1,228,500

Project Manager: Elizabeth Sorg
Department: City Manager's Office

Start Date: 01/22/24
Est. Completion Date: 12/31/27



Project Name	Project #

Fire Station 25 Privacy

Fire Station 25 - 2001 Wildcat Boulevard

41016

Description

Fire Station 25 houses one Type I Engine and one Type III Engine. The facility has living space for four personnel including one Fire Captain, one Fire Engineer, and two Firefighters. Living quarters for the personnel were constructed as a dorm style, but have been modified with curtains to improve privacy. The goal of the project is to improve employee privacy by modifying the existing facility to create individual rooms. This modification shall also include the designated Fire Captain's dorm, including replacing a door with a wall and ensuring the area is properly ventilated.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
100 General Fund	-	35,000	-	-	-	-	-	35,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	-	287,500	-	-	-	-	-	287,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 322,500	$ -	$ -	$ -	$ -	$ -	$ 322,500

Project Manager: Matt McClure
Department: Public Works

Start Date: 07/01/22
Est. Completion Date: 06/30/25



Project Name	Project #

Police Department HVAC and Roof Replacement

Police Department - 4080 Rocklin Road

45461

Description

The Facilities' Reserve Study shows replacement of the Police Station HVAC units in FY 2023/24. There have been some premature failures of the single-ply roofing and some major repairs have been made to prevent leaks. To avoid catastrophic failure, the roofing needs to be replaced before it's condition worsens. Given the impending HVAC replacement, it is efficient and cost-effective to coordinate the roofing replacement simultaneously.

Funding Source	Actual Thru FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
304 Capital Construction	-	1,850,000	-	-	-	-	-	1,850,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	$ -	$ 1,850,000	$ -	$ -	$ -	$ -	$ -	$ 1,850,000

Project Manager: Matt McClure
Department: Public Works

Est. Start Date: 06/01/24
Est. Completion Date: 10/31/24



This page is intentionally left blank

Capital Improvement Program

Programs

Capital Improvement Program Expenditures by Program

Project Name / Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
ADA Transition Program - Multi								
HUD - CDBG (257)	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
Sales Tax SB 325 (210)	208,800	315,000	450,000	300,000	300,000	300,000	300,000	2,173,800
Bridge Preventative Maintenance Program - 50016								
Sales Tax SB 325 (210)	-	-	75,000	75,000	75,000	75,000	75,000	375,000
Local Roadway Safety Plan Implementation Program - 50017								
Sales Tax SB 325 (210)	-	-	150,000	150,000	150,000	150,000	150,000	750,000
Park Amenity Replacement Program - 10605								
General Fund (100)	-	-	170,000	-	240,000	255,000	-	665,000
CFD #5 (232)	-	-	-	225,000	-	-	270,000	495,000
Pavement Management Program - 50007								
SB1 - RMRA (205)	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
Sales Tax SB 325 (210)	234,400	957,500	805,000	805,000	805,000	805,000	805,000	5,216,900
Stormwater Pipe Replacement Program - 50139								
Sales Tax SB 325 (210)	57,500	1,000,500	632,500	632,500	632,500	632,500	632,500	4,220,500
Totals by Fund								
General Fund (100)	-	-	170,000	-	240,000	255,000	-	665,000
SB1 - RMRA (205)	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
Sales Tax SB 325 (210)	500,700	2,273,000	2,112,500	1,962,500	1,962,500	1,962,500	1,962,500	12,736,200
CFD #5 (232)	-	-	-	225,000	-	-	270,000	495,000
HUD - CDBG (257)	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
Total Improvement Programs	**683,000**	**2,633,700**	**3,832,500**	**3,387,500**	**3,402,500**	**3,417,500**	**3,432,500**	**20,789,200**

Project Name	Project #

ADA Transition Program

Citywide

Multi

Description

Upgrade existing curb ramps, curbs, gutters, and sidewalks for ADA compliance.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	208,800	315,000	450,000	300,000	300,000	300,000	300,000	2,173,800
257 HUD CDBG	182,300	197,600	200,000	200,000	200,000	200,000	200,000	1,379,900
	-	-	-	-	-	-	-	-
Total	**$ 391,100**	**$ 512,600**	**$ 650,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 3,553,700**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Bridge Preventative Maintenance Program

Citywide

50016

Description

Yearly reserve for bridge maintenance throughout the City.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	75,000	75,000	75,000	75,000	75,000	375,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ -**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 375,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Local Roadway Safety Plan Implementation Program

Citywide

50017

Description

Implement safety improvements identified in the Local Roadway Safety Plan (LRSP).

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	-	-	150,000	150,000	150,000	150,000	150,000	750,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ -**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 750,000**

Project Manager: Hunter Young
Department: Community Development

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Park Amenity Replacement Program

Various parks throughout the City

10605

Description

Replacement of play structures and other park amenities at the end of their useful life.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
100 General Fund	-	-	170,000	-	240,000	255,000	-	665,000
232 CFD #5	-	-	-	225,000	-	-	270,000	495,000
	-	-	-	-	-	-	-	-
Total	**$ -**	**$ -**	**$ 170,000**	**$ 225,000**	**$ 240,000**	**$ 255,000**	**$ 270,000**	**$ 1,160,000**

Project Manager: Shawn Darling
Department: Parks and Recreation

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Pavement Management Program

Citywide

50007

Description

Yearly cost for road maintenance throughout the City to extend the original construction life of road pavement, thereby saving the City major paving costs. Anticipated roadways to be paved in FY 2024/25 and FY 2025/26 include 'The Bluffs' Phases 1 and 2.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
205 SB1 - RMRA	-	163,100	1,350,000	1,000,000	1,000,000	1,000,000	1,000,000	5,513,100
210 Sales Tax SB 325	234,400	957,500	805,000	805,000	805,000	805,000	805,000	5,216,900
	-	-	-	-	-	-	-	-
Total	**$ 234,400**	**$ 1,120,600**	**$ 2,155,000**	**$ 1,805,000**	**$ 1,805,000**	**$ 1,805,000**	**$ 1,805,000**	**$ 10,730,000**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: Ongoing
Completion Date: Ongoing



Project Name	Project #

Stormwater Pipe Replacement Program

Citywide

50139

Description

Repair and replace existing corrugated metal drainage pipe at various locations within the City's storm drain system. The stormwater assessment report has identified major outfall work and other pipes that are reaching the end of their life-cycle.

Funding Source	Actual FY 2022/23	FY 2023/24 As of 3/2024	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Estimated Total Cost
Planning / Design								
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Construction								
210 Sales Tax SB 325	57,500	1,000,500	632,500	632,500	632,500	632,500	632,500	4,220,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total	**$ 57,500**	**$ 1,000,500**	**$ 632,500**	**$ 632,500**	**$ 632,500**	**$ 632,500**	**$ 632,500**	**$ 4,220,500**

Project Manager: Rick Lawrence
Department: Public Works

Start Date: Ongoing
Completion Date: Ongoing



Capital Improvement Plan

Equipment

ROCKLIN
CALIFORNIA

CAPITAL EQUIPMENT

Fleet Asset or Equipment Type	Department Requesting or Assigned To
Automated External Defibrillator	**Fire**

Justification

The replacement schedule for an automated external defibrillator is recommended to be 6-8 years. The plan is to replace one unit that has exceeded it's useful life each year for the next five years. Price includes 6 years of support services and the approximate trade in value.

Purpose and Use

- ☐ New Fleet Vehicle / Fleet Equipment
- ☑ Capital Equipment (Non-Fleet)

- ☑ Replace Obsolete or Outdated Equipment
- ☐ Reduce Staff Time / Increase Efficiency
- ☐ Expand Service or New Operation
- ☑ Meet Required Regulations / Safety Standards

Cost Breakdown

Quantity	1	Per Unit Cost	Total Cost
Purchase Price		51,000	**51,000**
Lease Price - Per Year		-	-
Up-Fit / Equipment		-	-
Misc.			-
Less Discount		-	-
Less Trade In		(6,500)	**(6,500)**
Total		**$ 44,500**	**$ 44,500**

Funding Source	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Total
100 General Fund	44,500	45,000	46,000	46,500	47,000	**229,000**
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total	**$ 44,500**	**$ 45,000**	**$ 46,000**	**$ 46,500**	**$ 47,000**	**$ 229,000**

Requested by **Reginald Williams, Fire Chief**

CAPITAL EQUIPMENT

Fleet Asset or Equipment Type	Department Requesting or Assigned To
Mechanical Chest Compression Unit	**Fire**

Justification

The replacement schedule for a mechanical chest compression unit is recommended to be 9-10 years. The current unit has reached the end of it's useful life. The plan is to replace one unit each year for the next four years.

Purpose and Use

- ☐ New Fleet Vehicle / Fleet Equipment
- ☑ Capital Equipment (Non-Fleet)

- ☑ Replace Obsolete or Outdated Equipment
- ☐ Reduce Staff Time / Increase Efficiency
- ☐ Expand Service or New Operation
- ☑ Meet Required Regulations / Safety Standards

Cost Breakdown

Quantity	1	Per Unit Cost	Total Cost
Purchase Price		20,000	**20,000**
Lease Price - Per Year		-	-
Up-Fit / Equipment		-	-
Misc.			-
Less Discount		-	-
Less Trade In			-
Total		**$ 20,000**	**$ 20,000**

Funding Source	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	Total
100 General Fund	20,000	20,000	20,000	20,000	-	**80,000**
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ -**	**$ 80,000**

Requested by **Reginald Williams, Fire Chief**

This page is intentionally left blank

Capital Improvement Program

Appendices

ROCKLIN
CALIFORNIA

ACRONYMS

ADA	Americans with Disabilities Act
CDBG	Community Development Block Grant (Federal Grant)
CEQA	California Environmental Quality Act
CFD	Community Facilities District
CIP	Capital Improvement Program or Capital Improvement Project
CMAQ	Congestion Mitigation and Air Quality (Federal Grant)
DOC	Department Operation Center
EOC	Emergency Operations Center
FEMA	Federal Emergency Management Agency
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
GF	General Fund
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HUD	Housing and Urban Development
L & L	Landscaping and Lighting
LCTOP	Low Carbon Transit Operations Program
LED	Light-Emitting Diode
LLAD	Landscape and Lighting Assessment District
LOS	Level of Service
NEPA	National Environmental Policy Act
O & M	Operations and Maintenance
OES	Office of Emergency Services
PMP	Pavement Management Program
PPE	Personal Protective Equipment
RFP	Request for Proposal
RFQ	Request for Qualifications
RMRA	Road Maintenance and Rehabilitation Account
ROW	Right-of-Way
RSTP	Regional Surface Transportation Program (Federal Grant)
RTIP	Regional Transportation Improvement Program (State Grant)
STP	Surface Transportation Program
SB1	Senate Bill 1: The Road Repair and Accountability Act of 2017
SPRTA	South Placer Regional Transportation Authority
SWRA	Sunset Whitney Recreation Area
TDA	Transportation Development Act

GLOSSARY

Account Number
Numeric identification of the account. The City's account number structure is comprised of three fields of characters. The first field is three characters wide and identifies the various unique funds within the accounting system. The next field contains three characters and identifies the division within the City. The final field contains four characters and identifies the object code of the account number. The same object code may be used in many divisions. The combination of the three fields provides for a unique number for the transaction.

Accrual Basis
A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Americans with Disabilities Act of 1990 (ADA)
A federal law providing for a wide range of protection to individuals with disabilities ranging from prohibitions against discrimination in employment to specific requirements for modifications of public facilities and transportation systems.

Appropriation
An authorization granted by the City Council to make expenditures and to incur obligations for specific purposes.

Assessment District
A separate local government agency formed to provide specific services. Property owners within the assessment district boundary pay the district in proportion to the benefits or services they receive.

Bond
A municipal bond is a written promise from a local government to repay a sum of money on a specific date at a specified interest rate. Bonds are most frequently used to finance capital improvement projects such as buildings, streets and bridges.

Budget
An annual financial plan consisting of proposed and approved expenditures for specified purposes and the proposed means for financing them.

Budget Amendments
The City Council has the sole responsibility for adopting the City's budget, and may amend or supplement the budget at any time after adoption by majority vote. The City Manager has the authority to approve line item budgetary transfers between expenditure objects of the budget as long as it is in the same fund and within the same division.

GLOSSARY

Capital Assets
Capital assets include land, improvements to land, buildings, building improvements, vehicles, equipment, and infrastructure with an initial, individual cost of $10,000 ($5,000 if grant funded) or more, $100,000 for infrastructure and an estimated life in excess of one year.

Capital Improvement Program (CIP)
A program used to determine the capital improvement priorities, provide for the budget of current year projects, and provide for the forecasting and anticipation of future year expenditures.

Capital Project
Major construction, acquisition, or renovation activities that add value to a government's physical assets or significantly increases the useful life.

Community Facilities District (CFD)
The Mello-Roos Act (1982) allows any county, city, special district, school district, or joint powers authority to establish a CFD that allows for financing of public improvements (e.g., sewers, streets) and services. To establish a CFD, voters within the district must approve its creation by two-thirds.

Contingency
An appropriation of funds to cover unforeseen events.

Construction Engineering
Engineering work during the construction process. This ensures that projects are constructed in accordance with design parameters and specifications.

Debt Service
The costs of paying the principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Funds
Debt service funds are used to account for the payment of principal and interest on City debt and debt related entities.

Design Engineering
The process of identifying project options, developing a project scope, conducting feasibility analyses, and creating plans, specifications, and estimates for a capital improvement.

Depreciation
The process of allocating the cost of a capital asset to the periods during which the asset is used.

GLOSSARY

Detail Project Sheet
A summary page for a single project or program that details the project objective and proposed budget.

Development Impact Fee
Development impact fees are charged against development to mitigate the impact of new development on existing facilities. Operating and maintenance costs cannot be recovered through development impact fees.

Encumbrance
The commitment of appropriated funds to purchase goods or services. An encumbrance is not an expenditure. An encumbrance reserves funds to be expended.

Fiscal Year
The 12-month period for recording financial transactions specified by the City as beginning July 1st and ending June 30th.

Fund Balance
The total dollars remaining after current expenditures for operations and capital improvements are subtracted from the sum of the beginning fund balance and current resources.

General Plan
The City's controlling policy document for the physical development of the City. Under state law all capital improvement projects must be consistent with the City's General Plan

Generally Accepted Accounting Principles (GAAP)
GAAP are the standard framework of guidelines for financial accounting as defined by the Governmental Accounting Standards Board (GASB) for state and local governments in the U.S.

Grant
Program revenues provided by external agencies, which support a specific purpose, and have a time limit for use. Grants may be classified as either operational or capital, depending on the grantor.

Infrastructure
The physical assets of the City, such as streets, roadways, public buildings and parks, and the support structures within a development.

GLOSSARY

Landscaping and Lighting (L & L) Act of 1972
The 1972 Act lets cities, counties, and special districts levy assessments for land purchase and construction, operation and maintenance of parks, landscaping, lighting, traffic signals, and graffiti abatement.

Ordinance
A formal legislative enactment by the governing board of a municipality. If it is not in conflict with any higher form of law, it has the full force and effect of law within the boundaries of the municipality to which it applies.

Prior Year
The fiscal year preceding the current year.

Project Costs
An estimate of the resources required to complete the capital project as described on the project detail sheet. Many of the project costs shown in the CIP are preliminary in nature since no significant engineering or environmental evaluation has been done which would allow for more specific estimates to be produced.

Projection
Estimate of future performance made by economists, corporate planners and credit and securities analysts, typically using historic trends and other assumed input.

Resolution
In general, expression of desire or intent. Legal order by a government entity.

Right-of-Way
A public designation for space needed to accommodate streets, public utilities and other public facilities.

Special District
A designated geographic area established to provide a specialized service (e.g., Landscape Maintenance District).

GUIDE TO FUNDS

The City uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance, and to aid financial management, by segregating transactions related to certain City functions or activities.

A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity.

The City maintains the following fund types:

Governmental Fund Types

- **General Fund**
  The primary operating fund of the City and accounts for all financial resources, except those required to be accounted for in another fund.
- **Special Revenue Funds**
  Account for the proceeds of specific revenue sources (other than special assessments, expendable trusts or capital projects) that are restricted by law or administrative action to expenditures for specified purposes.
- **Capital Project Funds**
  Account for financial resources segregated for the acquisition of major capital projects or facilities (other than those financed by proprietary fund types).
- **Debt Service Funds**
  Account for the accumulation of resources for and payment of, interest and principal on general long-term debt and related costs.
- **Permanent Funds**
  Account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support City programs for the benefit of the City and its citizens.

Proprietary Fund Types

- **Internal Service Funds**
  Account for the financing of goods or services provided by one department or agency to other departments or agencies of the City or to other governmental units on a cost-reimbursement basis.

Fiduciary Fund Types

- **Agency Funds**
  Account for assets held by the City as trustee or agent for individuals, private organizations, other governmental units and/or other funds. These funds are custodial in nature and do not involve measurement of results of operations.

DESCRIPTION OF FUNDS

Governmental Funds

GENERAL FUNDS

General Fund 100	The primary operating fund of the City. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.
General Fund ARPA 166	In 2023, funds from the American Rescue Plan Act (ARPA) were used to reimburse the City's ARPA-eligible General Fund expenses. This fund accounts for the resources allocated to support local communities in need and general government purposes.
Americans with Disabilities Act (ADA) 737	The ADA is a federal civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including all public and private places that are open to the general public. This fund accounts for monies used for services and improvements to facilities for individuals with disabilities**.**
Boroski Landfill Monitoring 727	This fund accounts for costs to monitor the previous Landfill area.
Building Reserve 180	Pursuant to the City's Key Management Practices, the Building Reserve Fund accounts for set aside funds to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing City facilities to address the workforce needs of the City services.
General Fund Economic Development 122	This fund accounts for committed funds previously set aside to be used for economic development activities pursuant to the City's Key Management Practices.
General Fund Quarry Park Adventure Shortfall 115	This is a general fund-type fund that accounts for a set aside for Quarry Park Adventures operating shortfalls.
General Fund Quarry Park Amphitheater Events 111	This is a general fund-type fund that accounts for the special event activities hosted by the Parks and Recreation Department at the Quarry Park Amphitheater.

Park Infrastructure 170	This fund accounts for committed funds previously set aside for parks infrastructure projects.
Retirees Health 151	This fund accounts for monies to fund the Retirees' Health premium payments and to fund the Retirees' Health Trust.
Technology Fees 130	This fund accounts for fees collected to cover the cost of e-commerce and related technology systems.

SPECIAL REVENUE FUNDS	
American Rescue Plan Act 266	This fund accounts for funds received through the Federal American Rescue Plan Act.
Asset Forfeiture (Federal) 243	This fund accounts for funds received by the Police Department from the Federal Government to share assets forfeited in cases worked on with joint efforts. Funds are to be used to support law enforcement efforts.
Asset Forfeiture (State) 242	This fund accounts for funds received by the Police Department from the State. 15% of these funds must be set aside to combat drug abuse and divert gang activity. Funds remaining after the 15% set aside are to be used to support law enforcement efforts.
Bicycle and Pedestrian 212	This fund accounts for SB 325 (Local Transportation Fund) amounts designated for Bicycle and Pedestrian transit needs of local government.
CASp Certification and Training 248	This fund accounts for SB 1186 monies collected for staff training for construction-related state accessibility requirements.
CDBG 2000 (Oak Court) 253	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for purchasers of Oak Court residences.
CDBG First-Time Home Buyers 254	This fund accounts for State Community Development Block Grant funds received for the City's down payment assistance program for first time home buyers.

DESCRIPTION OF FUNDS

CDBG Housing and Urban Development Entitlement 257	This fund accounts for funds received from Federal Community Development Block Grant entitlement grant awards to be used for Public Services, Housing and Capital, Planning and Administration of Grant.
CDBG HUD Coronavirus 258	This fund accounts for funds received from the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) through the Department of Housing and Urban Development to be used to prevent, prepare for, and respond to COVID-19.
Community Facilities District 1 231	This fund accounts for special tax monies used for fire protection, fire suppression, and paramedic services.
Community Facilities District 5 232	This fund accounts for special tax monies used for streets and parkway lights, streetscapes, open space and parks.
Community Facilities District 6 233	This fund accounts for special tax monies used for operation and maintenance of open space and storm drainage facilities.
Costco Settlement 209	Funds are to be used in accordance with the Settlement Agreement between Costco, Town of Loomis, and City of Rocklin, dated October 2022.
DOF Treasury Coronavirus 259	This fund accounts for funds received from the CARES Act through the Department of Finance to be used to prevent, prepare for, and respond to COVID-19.
Grant & Other Reimbursables 275	This fund accounts for reimbursable costs for grants or other reimbursement agreements.
Low Carbon Transportation Program 219	This fund accounts for monies from the state-funded Low Carbon Transportation Program (LCTP) to reduce greenhouse gas emissions and improve mobility.
Lighting & Landscape Maintenance District No. 2 235	This fund accounts for special assessment monies used for lighting and landscape of public areas within the district.
Lighting Maintenance District No. 1 230	This fund accounts for special assessment monies used for lighting of public areas within the district.
Low and Moderate Housing 270	This fund accounts for the housing assets to be used for low and moderately low-income housing.

DESCRIPTION OF FUNDS

Motor Vehicle Fuel Tax (Gas Tax) 201	This fund accounts for monies received from the State of California under various State statutes. The allocations must be spent for street transportation-related purposes.
Opioid Settlement 247	Funds are for opioid remediation as allowed by Section VI(B)(2) of the Opioid Settlement Agreement and amendments between California cities and counties with Janssen Pharmaceuticals and its parent company Johnson & Johnson, and its distributors, dated July 21, 2021.
Park Development and Maintenance Tax 236	This fund accounts for special tax monies used for maintenance, development, repair and operation of parks.
Recreation Facilities Contribution 221	This fund accounts for monies collected for recreation facilities construction and improvements.
SB1- Road Maintenance & Rehab Allocation 205	This fund accounts for monies designated by the Road Repair and Accountability Act of 2017 (SB 1) to be used for maintenance, rehabilitation and safety improvements of streets and highways.
SB325 Sales Tax 210	This fund accounts for the remaining sales tax revenue collected in accordance with SB 325 (Local Transportation Fund) to be used for maintenance of streets.
SB325 Transit Funds 211	This fund accounts for monies from the SB 325 (Local Transportation Fund) and State Transit Assistance funds for the transit needs of local government.
Streets Grants Fund 240	This fund accounts for various grants related to street projects.
Supplemental Law Enforcement 736	This fund accounts for state funds received to be used for public safety purposes.
Traffic Safety/PD Grants 244	This fund accounts for monies received for traffic safety programs and police grants.

DESCRIPTION OF FUNDS

CAPITAL PROJECT FUNDS	
Capital Construction Tax 304	This fund accounts for taxes imposed on the privilege of the construction of new buildings; the conversion of any existing building from a non-residential to residential use; and an addition to any building. Funds can be used for development of public facilities and acquisition of fire equipment and is the funding source to pay the debt payments in the Capital Construction Debt Service Fund (Fund 400).
Community Center Impact Fee 328	This fund accounts for impact fees used for new or additions to existing community recreation center facilities.
Community Park Fees 301	This fund accounts for impact fees used for community parks and City-wide recreational facility construction and improvements to reduce the impacts caused by new development within the City.
NW Rocklin Community Park Fees 307	This fund accounts for impact fees used to fund the North West Rocklin Community Park.
Oak Tree Mitigation Fees 305	This fund accounts for fees used to help mitigate the decline of oak woodlands due to urbanization.
Park Development Fees 300	This fund accounts for fees to be used for the development, installation, servicing, maintenance, repair and operation of parks and related recreation and facilities.
Public Facilities Impact Fees 308	This fund accounts for impact fees used to fund expansion of public facilities to serve new development within the City.
Traffic Circulation Impact Fees 302	This fund accounts for impact fees used to finance street construction and improvements to reduce the impacts caused by new development within the City.
Trails Impact Fees 321	This fund accounts for impact fees used to construct additional trails to reduce the impacts caused by new development within the City.

Whitney Ranch Trunk Sewer Project 306	This fund accounts for impact fees used to fund the Whitney Ranch Trunk Sewer Project.
DEBT SERVICE FUND	
Capital Construction Debt Service 400	This fund accounts for the principal and interest payments on capital construction debt such as Lease Revenue Bonds.
PERMANENT FUNDS	
Conservation Easement Endowment 729	This fund accounts for an endowment from which the income will fund initial preserve area maintenance and operations in Sunset Ranchos Phase l.
Wetlands Maintenance 728	This fund accounts for an endowment from which the income will fund ongoing maintenance of wetlands on a single lot parcel in Stanford Ranch Phase III.
Internal Services Funds	
Fleet Management 500	An internal service fund used to account for the cost of maintenance of all City vehicles and a reserve to offset future replacement costs.
Risk Management 525	An internal service fund to account for and finance the risk management functions for the City. This includes general liability, workers compensation, property damage, dental, vision, and other insurance expenditures and also holds reserves for Self-Insured Losses and Disaster Contingency.
Fiduciary Fund	
Public Arts Trust Fund 739	This fund accounts for donations and expenditures for public arts projects.

PROJECT INDEX BY CATEGORY

Name	Project #	Page #
Roadway Improvement Projects		
Aguilar Road Improvements	50104	22
At-Grade Railroad Roadway and Pedestrian Improvements	50159	23
Blue Oaks Boulevard Pedestrian Signal	50177	24
China Garden Drainage Improvements	50008	25
Five Star Boulevard and Destiny Drive Repaving	50049	26
I-80 Westbound Auxiliary Lane	50161	27
Mission Hills Reconstruction - Phase IV	50154	28
Monument Springs Drive Roadway and Bridge Improvements	50173	29
Oak and Pine Block Improvements	50021	30
Park Drive Pavement Rehabilitation	50005	31
Placer County Water Agency Roadway Improvements	50174	32
Rocklin Road / I-80 Interchange Improvements	50162	33
Rocklin Road Widening	50129	34
Sierra College Boulevard at I-80 Resurfacing	50087	35
Sierra College Boulevard Widening	50164	36
Sunset Boulevard Widening	50094	37
Uncontrolled Crosswalk Enhancements	50158	38
Whitney Ranch Parkway Widening	50081	39
Parks and Trails Improvement Projects		
Bicycle Pump Track and Parking Lot Extension	45225	44
Johnson Springview Community Park Pedestrian Bridge	40035	45
Sunset Whitney Recreation Area Improvements	21005	46
Facilities Improvement Projects		
City Hall Office Space Study and Remodel	45421	50
Fire Station 22	50240	51
Fire Station 25 Privacy	41016	52
Police Department HVAC and Roof Replacement	45461	53
Improvement Programs		
ADA Transition Program	Multi	57
Bridge Preventative Maintenance Program	50016	58
Local Roadway Safety Plan Implementation Program	50017	59
Park Amenity Replacement Program	10605	60
Pavement Management Program	50007	61
Stormwater Pipe Replacement Program	50139	62

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING THE FISCAL YEAR 2024/25 BUDGET AND
2025-2029 CAPITAL IMPROVEMENT PLAN

WHEREAS, Chapter 3.28 of the Rocklin Municipal Code (RMC) requires the City Manager to submit to the City Council a proposed budget not later than May 15th, and the City Council adopt the final budget on or before June 30th of each year by resolution; and

WHEREAS, on May 28, 2024, pursuant to Chapter 3.28 of the RMC, the draft fiscal year (FY) 2024/25 budget and the draft 2025-2029 capital improvement plan were discussed at a public meeting of the City Council; and

WHEREAS, the City of Rocklin has maintained sustainable budget guidelines and key management practices to establish the financial goals of the City and the principles that govern budget deliberations, and are memorialized in Exhibit "A".

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

Section 1. The fiscal year 2024/25 Operating and Capital Improvement Plan Budgets are hereby approved and adopted as set forth in Exhibits "A and B", attached hereto.

Section 2. The 2025-2029 Capital Improvement Plan (CIP), which provides a comprehensive five-year plan for the City's capital project expenditures are hereby approved and adopted as set forth in Exhibit "B", attached hereto.

Section 3. The City Manager is authorized to make any expenditure and resource adjustments to the Budget based on final City Council action to adopt the Budget, in accordance with the Rocklin Municipal Code, City policy and procedure.

Section 4. The City Manager is authorized to revise any appropriation made in the Approved or Amended Budget where the revision is of a technical nature and is consistent with the City Council intent, the Rocklin Municipal Code, City policy and procedure.

Section 5. Purchase order commitments outstanding on June 30th, and associated appropriations, are hereby continued to the following fiscal year.

Section 6. The City Manager is authorized to establish grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants), consistent with the grant award or agreement, provided that the grant amount is within the City Manager's authority. If a grantor requires City Council action as a condition of funding, the acceptance of the grant requires the City Council's approval.

DRAFT

Section 7. The City Manager is authorized to adjust revenue and expenditure budgets associated with externally funded programs, consistent with the fully executed agreement, provided that the grant amount is within the City Manager's authority.

Section 8. The City Manager is authorized to adjust revenue and expenditure budgeted based on actual revenues received for strike teams provided through California.

Section 9. The City Manager is authorized to make the following budget adjustments:

1. At year-end or upon closure of grants, adjust revenue and expenditure budgets associated with grants (federal, state, or local grants) to reflect actual revenues received and expenditures incurred in compliance with the original grant award and any amendments.

2. Appropriated grant funds remaining unspent at the end of the fiscal year must be retained and transferred to the following fiscal year to be expended to which they were appropriated.

3. Appropriated operating project and CIP funds remaining unspent at the end of the fiscal year, that are not required to balance the budget, can be retained and transferred to the following fiscal year for the originally approved projects and any amendments, excluding completed projects. All carryover funds must be approved by the City Manager or the City Manager's designee.

Section 10. The appropriation limit and the appropriations subject to the limit are hereby amended in accordance with article XIIIB of the California Constitution for FY 2024/25, as set forth in Exhibits "A", attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DRAFT