ROCKLIN CITY COUNCIL

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

August 13, 2024
General Session 6:00 p.m.

AMENDED AGENDA
*CLOSED SESSION

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.

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $250 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

C1. Revision of the City Council Procedural Rules
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting Revised City Council Procedural Rules and Superseding Resolution No. 2022-248.

C2. Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc.
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc.

C3. Declaration of City Owned Surplus Property at 5240 Front Street (APN 010-144-003-000)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Declaring City Property Located at 5240 Front Street, Rocklin, Assessor's Parcel Number 010-144-003, as Surplus.

C4. Various Personnel Updates
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Position Reallocation, Retitle, and Related Salary Range Changes, and Updated Salary Schedule.

C5. Community Development Department Quarterly Building Report
Recommendation: Receive the Quarterly Building Report for the Quarter which ended June 30, 2024.

C6. City Engineer - Interim Authorization
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Larry M. Wing, Senior Engineer, to Sign Improvement Plans and Notices of Completion on behalf of the City Engineer.

C7. West Oaks Townhomes Public Improvements Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as West Oaks Townhomes Public Improvements (SD2017-0013), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

C8. Resolution of Intent to Annex - West Rocklin Annexation
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intent to Annex and a Request for the Local Agency Formation Commission (LAFCO) of Placer County to Initiate Proceedings to Annex Two Islands of County Property Consisting of Two Parcels Adjacent to the East Side of State Route 65 (ANEX2022-0002 / West Rocklin Annexation).

C9. Blue Oaks Boulevard Pedestrian Signal Project – PG&E Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving an Agreement to Perform Tariff Schedule Related Work with Pacific Gas and Electric Company (PG&E) for the Blue Oaks Boulevard Pedestrian Signal Project and Authorizing and Directing the City Manager to Execute the Agreement.

C10. Whitney Ranch Parkway Widening Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Plans and Specifications for the Whitney Ranch Parkway Widening Project and Authorizing City Staff to Call for Bids.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Mitigation Monitoring and Reporting Program for the Whitney Ranch Parkway Widening Project.

C11. Sierra College Boulevard Widening Project – Property Acquisition

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving an Agreement and Related Budget Amendments for the Acquisition of Real Property, Escrow Instructions, and Certificate of Acceptance in Connection with the Sierra College Boulevard Widening Project and Authorizing the City Manager to Execute the Agreement, Escrow Instructions, Certificate of Acceptance, and Other Required Real Estate Documents.

C12. California Highway Patrol Grant

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Grant Application Submitted to the Department of California Highway Patrol and Authorizing the City Manager to Execute the Grant Agreement.

C13. County of Placer Department of Health and Human Services Animal Control and Care Services Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Contract for Services with County of Placer, Department of Health and Human Services-Animal Services Division and Authorizing the City Manager to Execute the Contract and Subsequent Amendments.

C14. Woodside Drainage Repair Bid Award

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Agreement for the Woodside Drainage Repair Project to Central Valley Engineering & Asphalt, Inc., and Authorizing the City Manager to Execute the Agreement.

C15. Raw Water Mainline Emergency Repair

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Declaring the Existence of an Emergency and Accepting the Repair of the Raw Water Mainline on Whitney Oaks Boulevard and Park Drive, Under the City Manager's Authorization in Accordance with Section 22050 of the Public Contract Code.

C16. Purchase of One Chevrolet 2500 Double Cab Truck from Winner Chevrolet

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One Chevrolet 2500 Double Cab Truck from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicle from Winner Chevrolet.

SPECIAL PRESENTATIONS

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

P1. Eagle Scout Library Beautification Project

P2. 2024 National Night Out Recap

PUBLIC HEARINGS

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

PH1. Annexation Into Community Facilities District No. 1 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 85), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 85) (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

PH2. Establishment of Vista Oaks Territory as a Future Annexation Area of Community Facilities District No. 5

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

Adopt a Resolution of the City Council of the City of Rocklin Providing for the Establishment of Territory as a Future Annexation Area of Rocklin Community Facilities District No. 5 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

FUTURE AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation—Initiation of Litigation: one (1) potential case.

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Revision of the City Council Procedural Rules

Date: August 13, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Adopting Revised City Council Procedural Rules and Superseding Resolution No. 2022-248.

Background:

From time to time, staff reviews policy documents for process improvements. With the appointments earlier this year of a new City Attorney and City Clerk, The City Council Procedural Rules document was reviewed.

At this time, staff recommends the City Council update its Procedural Rules to (1) modify Section 1.2 to adopt Rosenberg's Rules of Order in place of Robert's Rules of Order; (2) modify Section 5.7.3, Communications from the Public, to adopt a three-minute per person time limit for citizens addressing the City Council on matters not listed on the agenda, as well as non-hearing agenda items; and (3) make various non-substantive and formatting changes. These changes are recommended to simplify technical rules of parliamentary procedure and increase the effectiveness of public meetings.

A redlined version showing the proposed revisions to the Procedural Rules is included as Attachment 3, along with a clean copy that incorporates the changes (Attachment 2). A copy of Rosenberg's Rules of Order is also included as Attachment 4.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - City Council Procedural Rules
3. City Council Procedural Rules - Redline
4. Rosenberg's Rules of Order

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING REVISED CITY COUNCIL PROCEDURAL RULES AND SUPERSEDING RESOLUTION NO. 2022-248

WHEREAS, in September of 2017, the City Council established a City Council Ad Hoc Committee for the purpose of developing various City Council administrative practices, procedures, and guidelines; and

WHEREAS, the Committee in consultation with the City Manager, City Attorney, and City Clerk prepared the "City Council Procedural Rules," which the City Council adopted on March 27, 2018, Resolution No. 2018-63; and

WHEREAS, the City Council adopted revisions to the "City Council Procedural Rules" on December 13, 2022, Resolution No. 2022-248; which superseded and replaced Resolution No. 2018-63 in its entirety; and

WHEREAS, the City Council desires to update the City Council Procedural Rules to provide for increased efficiency and best practices with respect to rules of procedure and public comment periods, and to make non-substantive and formatting updates.

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

Section 1. The City Council Procedural Rules dated August 2024, as revised and attached hereto as Exhibit "A," are approved and adopted, effective August 13, 2024.

Section 2. Resolution No. 2022-248 is hereby superseded and replaced in its entirety by this Resolution.

PASSED AND ADOPTED this 13th of August, 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

PROCEDURAL RULES

August 2024

CITY OF ROCKLIN
CITY COUNCIL PROCEDURAL RULES

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1. Authority and Administration

1.1 General Authority and Applicability

1.1.1 The City Council establishes these procedural rules (the Rules) in conformity with state law, including the Ralph M. Brown Act. These Rules shall be in effect upon adoption by resolution of the City Council, and shall govern the order and conduct of business of the City Council and other legislative bodies established by the City Council. These Rules may be amended from time-to-time by resolution of the City Council.

1.1.2 During City Council discussions, deliberations, and proceedings, the presiding officer has the primary responsibility to ensure that the City Council, staff and members of the public adhere to these Rules. Any councilmember who thinks the Rules are being violated may make a "point of order" to call for the presiding officer to enforce the Rules.

1.1.3 Any rule may be temporarily suspended by a majority vote of all council members present.

1.1.4 In the event these Rules are in conflict with state law, City ordinances or the Councilmember Handbook, the order of priority shall be as follows: (1) state law, (2) City ordinances, (3) the Rules, and (4) the Councilmember Handbook.

1.2 Rosenberg's Rules of Order

1.2.1 To the extent these Rules do not address a point of order or an issue of parliamentary procedure for legislative body meetings, Rosenberg's Rules of Order, Revised 2011, shall apply.

2. City Council Powers

2.1 Authority of the City Council

2.1.1 The City Council has the power, in the name of the City, to do and perform all acts appropriate to the governance of a municipal corporation, and the general welfare of its inhabitants, which are not specifically prohibited by state or federal laws.

2.2 Acts as a Body

2.2.1 The City Council shall act as a body.

2.2.2 No council member has extraordinary powers beyond those of other council members. All council members, including the Mayor, have equal powers.

2.3 Selection of Mayor and Vice Mayor

2.3.1 The selection of the Mayor and Vice Mayor shall occur during a regular scheduled meeting between November 15 and January 15 of each year. Unless removed from office by majority vote of the City Council, the Mayor and Vice Mayor shall serve a one-year term.

2.3.2 The City Clerk shall preside over the selection of the Mayor and the Mayor shall preside over the selection of the Vice Mayor.

2.3.3 The Mayor and Vice Mayor serve at the pleasure of the City Council and can be replaced at any time by a majority vote of the City Council.

2.4 Functions and Duties of Mayor

2.4.1 The Mayor is the presiding officer of the City Council. In the Mayor's absence, the Vice Mayor shall perform the duties of the Mayor. In the absence of both Mayor and Vice Mayor, the senior Councilmember shall preside.

2.4.2 The Mayor shall preside and preserve order at all regular and special meetings of the City Council. The Mayor or other presiding officer may move or second from the chair, shall have the right to debate subject only to such limitations of debate as are imposed on all members, and shall be deprived of none of the rights or privileges of a councilmember by reason of his or her occupying the chair.

2.4.3 The Mayor shall decide all questions of order.

2.4.4 The Mayor shall appoint councilmembers to committees or other bodies, subject to confirmation by a majority vote of the City Council.

2.4.5 The Mayor is the official head of the City for all ceremonial purposes.

2.4.6 The Mayor may perform such other duties consistent with the mayoral office as may be authorized by the City Council.

2.4.7 Mayoral Proclamations shall be issued and signed by the Mayor and attested by the City Clerk.

2.4.8 The City Manager, in coordination with the Mayor, City Attorney and City Clerk, shall prepare agendas for meetings of the City Council, as set forth in more detail at Section 5.5 below.

2.5 City Council Committees

2.5.1 The Mayor shall appoint councilmembers to standing and ad hoc committees of the City Council to facilitate the business of the City, subject to confirmation by a majority vote of the City Council. A committee may only undertake those lawful tasks assigned to it by the City Council and has no ability to act independently from or bind the City Council.

2.5.2 Committees shall be formed by resolution of the City Council. Such resolutions shall establish the membership of the committee, the manner of appointment and removal of members, the work to be undertaken by the committee, the timeline for the performance of the committee functions, and other items as deemed appropriate by the City Council, such as the requirement for annual reports.

2.5.3 Committees shall only have advisory functions and shall not have any final decision-making or policy-making authority.

2.5.4 Each standing and ad hoc committee shall establish regular meeting dates for the purpose of conducting business, but may also hold special meetings, in accordance with the requirements of the Brown Act.

2.5.5 Annually, each standing committee shall elect one of its members to serve as the presiding officer or chair. The City Council shall appoint the presiding officer or chair of ad hoc committees.

2.5.6 The City Manager shall assign City staff, as he or she deems reasonable and appropriate, to assist each committee in the performance of its functions.

2.5.7 The conduct of committee meetings shall be governed by the same rules of policy and procedure as the City Council.

2.5.8 Committee members shall comply with all applicable open meeting and conflict-of-interest laws of the State.

2.5.9 To the extent allowed by applicable law, all persons are eligible to serve on committees, at the discretion of the City Council, regardless of citizenship, residency or voter registration status.

2.5.10 Committee members may resign at any time by submitting a written resignation to the City Clerk. Resignations are effective upon submittal.

2.6 Boards and Commissions

2.6.1 The City Council may establish decision-making or advisory boards and commissions to facilitate the business of the City or to assist the City Council in its policy decisions.

2.6.2 Each board or commission shall establish regular meeting dates, but may also hold special meetings, in accordance with the requirements of the Brown Act.

2.6.3 Boards and commissions shall be formed by ordinance or resolution of the City Council. Such ordinance or resolution shall establish the membership of the board or commission, the work to be undertaken by the board or committee, the timeline for the performance of the board or commission functions, the term of office of members, qualifications for serving as a member of the board or commission, and other items as deemed appropriate by the City Council.

2.6.4 Annually, each board and commission shall elect one of its members to serve as the presiding officer or chair.

2.6.5 The conduct of board and commission meetings shall be governed by the same rules of policy and procedure as the City Council.

2.6.6 Boards and commissions shall comply with all applicable open meeting and conflict-of-interest laws of the State.

2.6.7 The City Manager shall assign City staff, as he or she deems reasonable and appropriate, to assist each board or commission in the performance of its functions.

2.6.8 Board and commission members serve at the pleasure of the City Council and may be removed at any time by majority vote of the City Council. Board and commission members may resign at any time by submitting a written resignation to the City Clerk. Resignations are effective upon submittal.

3. Form of Government

3.1 City Council-City Manager Form of Government

3.1.1 The City of Rocklin shall operate as a City Council-City Manager form of municipal government.

3.1.2 The City Council shall provide legislative direction, set City policy and monitor its execution by City staff. The City Manager serves as the City's chief administrative officer and is responsible for directing the day-to-day operations of the City.

3.2 City Council Interaction with City Manager

3.2.1 The City Council shall only act in a manner that is consistent with the execution by the City Manager of the City Manager's powers and duties.

3.2.2 Except for the City Clerk, City Treasurer, and City Attorney, all employees shall be appointed by the City Manager and the City Manager shall have sole authority to hire, promote, discipline or terminate City employees.

3.2.3 The City Council should consider having any employment contracts between the City and either the City Manager or City Attorney reviewed by outside special counsel.

3.3 Communication with City staff

3.3.1 Except for the purpose of inquiry, the City Council, and each councilmember shall communicate with City staff solely through the City Manager.

3.3.2 The City Council or councilmembers shall not give orders to any subordinate of the City Manager, nor shall the City Council or councilmembers give orders to any subordinate of the City Attorney.

3.4 Requests for Staff Resources

3.4.1 City Councilmember requests for research or other staff work shall be directed to the City Manager, or the City Attorney regarding legal matters.

3.4.2 If more than two hours of staff time will be required to complete the task/project, requested by a councilmember, the item will be placed on the next agenda to ask the City Council if time should be spent on the task or item.

3.4.3 Staff memos prepared in response to councilmember inquiries shall be distributed to all City Councilmembers, the City Manager and the City Attorney.

4. Legal and Ethical Standards

4.1 Act in Public Interest

4.1.1 Recognizing that stewardship of the public interest must be their primary concern, councilmembers shall work for the common good of the people and not for any private or personal interest.

4.1.2 Councilmembers shall endeavor to treat all members of the public and issues before them in a fair and equitable manner.

4.2 Comply with Law

4.2.1 Councilmembers shall comply with the laws of the nation, the State of California and the City in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open and public meetings.

4.3 Conduct of Members

4.3.1 Councilmembers shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff or the public.

4.4 Respect for Process

4.4.1 Councilmembers shall respect and adhere to the City Council-City Manager form of government.

4.4.2 Councilmember duties shall be performed in accordance with the processes and rules of order established by the City Council.

4.5 Communication

4.5.1 Councilmembers shall share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other councilmembers and the public prior to the City Council taking action on the matter.

4.5.2 Written communications addressed to the City Council are to be referred to the City Clerk for:

- Forwarding to the City Council with their agenda packet, or
- Placement on an agenda with or without a staff report, or
- Direct response to the citizen with a copy of the communication and staff letter to the City Council.

4.5.3 All written materials and verbal information provided to councilmembers on matters that are confidential under State law shall be kept in complete confidence. No disclosure or mention of any confidential information may be made to anyone other than other councilmembers, the City Attorney, the City Clerk or the City Manager.

4.5.4 Councilmembers may choose to post or comment on various social media sites using their personal accounts, but must keep their social media presence separate from that of the City and from that of other councilmembers and officials. Councilmembers will not post or speak on a social media website or other online

forums on behalf of the City unless specifically authorized by the City Council. Councilmembers' personal social media sites and posts should include one or more of the following disclaimers to prevent confusion and false public expectations: "this is the personal page" (of the individual); or, "the views expressed are strictly my own"; or, "This page is not operated by the City of Rocklin and is not a reflection of the City's policies or opinions or those of the City Council."

4.6 Coordination with Staff

4.6.1 Except when representing the City on standing committees (i.e., SACOG), appropriate City staff should be involved when councilmembers meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep staff informed.

4.6.2 As a courtesy, councilmembers shall provide advance notice to the City Manager before attending internal staff meetings or meetings between City staff and third parties.

4.6.3 City staff serves the City Council as a whole, therefore, an individual councilmember shall not direct staff to initiate any action, change a course of action or recommendation, or prepare any report, nor shall a councilmember initiate any project or study without the approval of the majority of the City Council.

4.6.4 When preparing for City Council meetings, councilmembers should endeavor to notify the City Manager of questions or issues in advance of the meeting, so that City staff can be prepared to provide the desired information at the City Council meeting.

4.6.5 Any concerns by a member of the City Council regarding the behavior or work of a City employee shall be directed to the City Manager privately so that the matter may be addressed; however, members of the City Council may always seek advice from the City Attorney at any time. Councilmembers shall not reprimand employees directly nor should they communicate their concerns to anyone other than the City Manager.

4.6.6 Councilmembers may direct routine inquiries to either the City Manager or appropriate department director with a copy to the City Manager.

4.6.7 Councilmembers serving on City Council committees or as the City's representative to an outside agency may interact directly with City staff assigned to that effort as the City Manager's designee. The City staff member so designated and assigned will keep the City Manager appropriately informed.

4.6.8 Councilmembers shall not solicit political activities or support from staff (e.g., financial contributions, display of posters or signs, name on support list, etc.). City staff may, as private citizens with constitutional rights, engage in political activities to support political candidates, but all such activities must be conducted away from

the workplace and may not be conducted during working hours, on City premises, while in uniform, or while representing the City.

4.7 Conflicts of Interest

4.7.1 In order to assure their independence and impartiality on behalf of the public good, councilmembers are prohibited from using their official positions to influence government decisions in which they have a financial interest that would present a conflict of interest under applicable State law.

4.7.2 Councilmembers shall not take advantage of services or opportunities for personal gain by virtue of their public office that is not available to the public in general.

4.7.3 Councilmembers shall endeavor to avoid any action that could be construed as, or create the appearance of, using public office for personal gain, including use of City stationary or email or other City resources to obtain or promote personal business.

4.7.4 Public resources not available to the general public, such as staff time, equipment, supplies or facilities, shall not be used by councilmembers for private gain or personal purposes.

4.7.5 Councilmembers shall not appear on behalf of a third party, or advocate for the private interests of a third party, before the City Council or any board, commission or committee of the City.

4.7.6 To the best of their ability, councilmembers shall represent the official policies and positions of the City Council. When presenting their personal opinions or positions publicly, councilmembers shall explicitly state they do not represent the City Council or the City.

4.7.7 The City Council shall not enter into a contract if one of its members is financially interested in the contract, unless otherwise allowed by state law.

4.8 Ex Parte Contacts

4.8.1 City Councilmembers are encouraged to consider the due process implications before receiving information and evidence on any quasi-judicial matter (i.e., appeal, permits, licenses and use applications) while such matter is pending before the City Council or any agency, board or commission thereof, outside of the public hearing process.

4.8.2 If any councilmember is exposed to information or evidence about a pending quasi-judicial matter outside of a public hearing, through contacts by constituents or the applicant, through site visits, or in any other manner, the councilmember is encouraged to disclose all such information and/or evidence acquired which is not otherwise included in the written or oral staff report, during the public hearing and before the public comments period is opened.

4.8.3 Councilmembers may discuss legislative matters freely with constituents and members of the public, and no disclosure of those contacts is necessary. Due process requirements do not apply to legislative matters (i.e., lawmaking and policy functions).

5. City Council Meetings

5.1 Regular Meetings

5.1.1 Regular meetings of the City Council are held on the second and fourth Tuesday of each month at 6:00 p.m. in the City Administration building located at 3970 Rocklin Road in Rocklin, California, or at such other place as the City Council may deem appropriate, subject to the requirements of State law. Regular meetings may be convened earlier than 6:00 p.m. in order to accommodate closed sessions of the City Council.

5.1.2 If a regular meeting day falls on a legal holiday, then the regular meeting which otherwise would have occurred on that day shall be held on the first business day thereafter at 6:00 p.m., unless otherwise directed by the City Council.

5.2 Study Sessions

5.2.1 Study sessions are conducted as part of a public meeting, which the City Manager or City Council may set from time to time to allow for detailed review of important matters.

5.2.2 Study sessions may be conducted jointly with another City board, commission or committee or another governmental agency.

5.2.3 Formal action is typically not taken at a study session, unless the agenda indicates that action may be taken.

5.3 Closed Sessions

5.3.1 All written materials and verbal information regarding closed session items must remain confidential. No member of the City Council, employee of the City or anyone else present should disclose to any other person the intent or substance of any discussion that takes place in a closed session unless authorized by a majority of the City Council.

5.3.2 Closed sessions are regulated by the Brown Act. Permissible topics for a closed session discussion include but are not limited to: labor negotiations, pending litigation, personnel actions, real estate negotiations and certain licensing and public security issues. Closed sessions are closed to the public and media.

5.3.3 Prior to holding a closed session, the City Council shall convene in open session and announce the item or items to be discussed and/or acted upon in closed session by referencing the item or items by their number on the agenda. The presiding officer shall allow the public the opportunity to comment upon the closed session matter before the item is discussed in closed session. The City Council shall publicly report any final action taken in closed session for which the Brown Act requires an announcement and the vote or abstention on that action of every councilmember present.

5.3.4 All public statements, information and press releases relating to closed session items should be handled by the City Attorney or as otherwise directed by the City Council majority.

5.3.5 Any suspected violation of the confidentiality of a closed session discussion shall be reported to the City Attorney.

5.3.6 Copies of contracts, settlement agreements, or other documents that are finally approved or adopted in closed session shall be provided to any person who has submitted a request for such to the City Council within twenty-four hours of the posting of the agenda listing the closed session, or to any person who has made a standard request for all documentation as part of a request for notice of meetings, if the requester is present at the time the closed session ends. If the action taken results in substantial revisions to the documents, the documents shall not be released until retyping is completed. Upon request, the presiding officer shall orally summarize the substance of the amendments if requested at the end of the closed session. The closed session documents shall be made available to any person on the next business day following the closed session or, where substantial revisions are necessary, when the necessary revisions are made.

5.4 Special and Emergency Meetings

5.4.1 The Mayor may call special or emergency meetings pursuant to the provisions of the Brown Act.

5.5 City Council Agenda Items

5.5.1 The City Manager, in coordination with the Mayor, City Clerk and City Attorney, shall cause to be prepared an agenda setting forth the time and place of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. Items to be included must be submitted to the City Manager no later than the date established by the City Manager.

5.5.2 The City Manager shall cause to be prepared a memorandum giving pertinent facts and background information on each item which requires City Council action.

5.5.3 City Councilmembers may request that items be placed on a future agenda at any public meeting of the City Council by orally making the request under Future Agenda Items. City Council action on the request is not required in order for the item to be placed on a future agenda.

5.5.4 Any non-hearing item may be placed on a consent calendar and enacted by one motion. There will be no separate discussion of these items unless a member of the City Council or a citizen so requests. If such a request is made, the item may be removed from the consent calendar and considered in the normal sequence on the agenda.

5.5.5 The Mayor may add items to the agenda that were not requested at a public meeting, if he or she deems it necessary to bring the matter to the City Council without following the process set forth in Section 5.5.3 above.

5.6 Order of Agenda

5.6.1 The order of items on the City Council agenda shall be as follows, unless changed at any time by the Mayor or by a majority vote of the City Council:

- Call to Order
- Pledge of Allegiance
- Roll Call
- Agenda Review
- Citizens Addressing the City Council
- Reports from City Council and City Manager
- Consent Calendar
- Presentations
- Public Hearings
- Discussion Items
- Future Agenda Items
- Future Strategic Planning Items
- Future Study Session Items
- Public Financing Authority
- City Council Acting as Successor Agency
- Adjournment

Closed Session items authorized by the provisions of the Brown Act may be included on any agenda in the location as deemed appropriate by the City Manager.

5.7 Communications from the Public

5.7.1 The public comment portion of the City Council meeting is intended for oral presentations to the City Council by members of the public. During this time, a speaker may address the City Council on any issue which is in the subject matter jurisdiction of the City Council and does not appear on the printed agenda for that meeting.

5.7.2 The Mayor or presiding officer shall request that each person addressing the City Council give his or her name and city of residence in an audible tone of voice for the record before making comments, although a person is not required to identify themselves before addressing the City Council. The use of Speaker Cards is encouraged. All remarks shall be addressed to the City Council as a body and not to any member thereof, or to staff, or to the public. No person, other than a member of the City Council, the City Manager or the City Attorney and the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

5.7.3 For items not on the agenda, and for non-hearing items on the agenda, the person addressing the City Council shall be limited to three minutes, unless the presiding officer, with consent of the majority of the City Council, determines that all speakers will be allowed a shorter or longer period of time..

5.7.4 For hearing items on the agenda, the presiding officer may impose reasonable time limits on any citizen addressing the City Council, including applicants, proponents and opponents, when the presiding officer determines the limits are necessary for the orderly conduct of the hearing, and the limits are fairly applied. The presiding officer may also impose reasonable limitations on the total amount time allocated for public testimony on a particular issue.

5.7.5 Whenever any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the City Council and, in case additional matters are to be presented at the time by any member of the group, to limit the number of persons so addressing the City Council, so as to avoid unnecessary repetition. A person shall not yield or allot any amount of their public comment time to another person.

5.7.6 Members of the City Council shall not engage in debate with members of the public offering public comment, but may briefly respond to statements made or questions posed during this portion of the meeting. City staff shall briefly respond to statements made or questions posed by members of the public, when asked to do so by a City Councilmember.

5.7.7 Members of the City Council shall discourage any behavior which disrupts, disturbs or otherwise impedes the orderly conduct of the City Council meeting.

5.7.8 Nothing in this section shall prohibit or discourage orderly criticism of any City Council decision or City policy, procedure, program or service.

5.7.9 Members of the public may submit, and are encouraged to submit, comments in writing to the City Council relating to City business, whether on the City Council agenda or otherwise. Such written comments will be distributed to members of the

City Council and considered and acted upon, as the City Council in its judgment may deem appropriate.

5.8 Procedural Matters

5.8.1 Except for actions that require a higher vote threshold by law, a majority vote of the full City Council (three affirmative votes) shall be the minimum required to act on any matter, including but not limited to, ordinances, resolutions and City policies.

5.8.2 If any City Council member cannot attend a meeting, he or she should notify the City Clerk as soon as possible, but in no event later than noon on the meeting day.

5.8.3 Three City Council members shall constitute a quorum for the transaction of business at any regular, special or emergency meeting of the City Council. When there is no quorum, the presiding officer or City Clerk may adjourn the meeting, provided that 15 minutes shall have elapsed after the hour set for such meeting.

5.8.4 For the purpose of considering any item subject to vote of the City Council, when a councilmember disqualifies himself/herself due to a conflict of interest, that councilmember's abstention shall not be considered in determining the presence of a quorum. Consideration on such item thereof shall be deferred until a quorum of non-interested councilmembers are present to discuss and vote on the item.

5.8.5 At the time the presiding officer calls an item from which a councilmember is disqualified from participation due to a conflict of interest, the disqualified councilmember shall announce the fact and the reason he or she is disqualified for the record and shall thereafter refrain from any participation as a councilmember in the discussion and action on the item. Further, except when the matter is on the consent calendar, the disqualified councilmember shall leave the City Council chambers while the matter is being discussed. A councilmember disqualified from participation shall not be considered present at the meeting for the item(s) of business on which such member is disqualified.

5.8.6 Items may only be added to the City Council agenda pursuant to the requirements of the Brown Act.

5.8.7 The making and handling of motions shall be governed by the presiding officer. The presiding officer may recess and adjourn City Council meetings without the necessity of a motion.

5.8.8 Any City Councilmember present at a meeting when a question comes up for a vote must vote for or against the measure or abstain, unless he or she is disqualified from voting. When necessary, the Mayor may request votes by roll call vote. Members that refuse to vote, are silent, or state "abstain" shall be considered as having abstained. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record.

5.8.9 An abstention does not count as a vote for or against a matter. If a Councilmember abstains, he or she is counted for quorum purposes, but is not deemed to be voting for purposes of determining whether there has been a majority vote.

5.8.10 A tie vote shall result in a lost motion if all five members are present. In such an instance, any councilmember may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken. A tie vote when only four members are present shall result in an automatic continuance to the next regular meeting of the City Council, in the absence of an affirmative vote.

5.8.11 Remote participation.

5.8.11.1.1 Councilmember participation in City Council meetings by teleconference or videoconference shall comply with the requirements of the Brown Act.

5.8.11.1.2 Less than a quorum of the City Council may participate in a City Council meeting by video-conference if there is just cause for the member(s) not attending the meeting in person or the member(s) experience an emergency circumstance, as defined by the Brown Act. The member intending to participate in a City Council meeting by video-conference shall advise the Mayor and the City Clerk not less than six hours before the meeting, of the just cause for remote participation. The meeting shall provide for either two-way audiovisual system or a two-way phone service in addition to live webcasting. The member participating by video-conference shall announce if there is anyone present with them over the age of 18 and if so, their relationship to the member. The member must participate by both audio and video. The agenda must identify a call-in or internet-based access option for public participation in addition to the in-person meeting location. If there is a disruption to the video-conference meeting, the City Council shall take no further option until public access is restored. The number of occasions a member may utilize this process shall be as set forth in the Brown Act.

5.9 Procedure for Public Hearing

The order of conducting a public hearing by the City Council shall be as follows:

a. Presiding officer announces the item and opens the public hearing;
b. Staff presentation;
c. Questions of staff for clarification by Councilmembers;
d. Disclosure of any ex parte communications by Councilmembers
e. Statement by proponents;
f. Questions of proponents or staff by Councilmembers;
g. Public comments;

h. As necessary, questions of public or staff by Councilmembers;
i. Response by proponent;
j. Response by staff;
k. Final questions by Councilmembers to staff or proponent;
l. Presiding officer closes public hearing;
m. City Council discussion;
n. City Council action on item.

5.10 Non-Agenda Items

5.10.1 No action or discussion shall be taken on any item not appearing on the posted agenda, except as provided below:

a. Councilmembers may, on their own initiative or in response to questions posed by a member of the public, ask a question for clarification, provide a reference to staff or other resources for factual information, or request that any matter be placed on a future agenda.

b. The City Council may take action to direct staff to report back to the City Council at a subsequent meeting on any matter.

5.10.2 The City Council may add to the posted agenda, and take action on any item of business under the conditions stated below:

a. Upon a determination by a majority vote of the City Council that an emergency situation exists. “Emergency situation” means a crippling disaster; a work stoppage; other activity which severely impairs public health, safety or both; or local, State, or Federally-declared emergency or disaster.

b. Upon a determination by a two-thirds vote of the City Council, or, if less than two-thirds of the members are present, by a unanimous vote of those present, that there is a need to take immediate and urgent action and that the need for action came to the attention of the City after the agenda was posted.

c. The item was on the agenda for a prior meeting of the City Council occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

5.11 Decorum

5.11.1 The Mayor shall be responsible for preserving order at all City Council meetings.

5.11.2 While the City Council is in session, all persons shall conduct themselves with reasonable decorum.

5.11.3 While the City Council is in session, the councilmembers shall preserve order and decorum, and no member shall, either by conversation or otherwise, delay or interrupt the proceedings or the peace of the City Council or disturb any member while speaking, or refuse to obey the orders of the City Council or its presiding officer. Councilmembers shall be courteous at all times in their dealings with the public, staff and each other.

5.11.4 When a member of the public is disruptive to a City Council meeting, the presiding officer shall warn the person that their behavior is disruptive and if they do not stop their behavior, they may be removed from the meeting. If the member of the public does not promptly cease their behavior, the presiding member or their designee may order their removal. As used herein, "disruptive" means behavior during the meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including but not limited to: (1) failing to comply with reasonable and lawful regulations adopted by the City Council pertaining to conduct of open meetings; or (2) engaging in behavior that constitutes use of force or conduct that a reasonable observer would perceive to be an actual threat to use force.

5.11.5 The Police Chief or his or her authorized representative shall be sergeant at arms of the City Council meeting. The sergeant at arms shall carry out all lawful orders and all instructions of the presiding officer for the purpose of maintaining order and decorum at City Council meetings.

5.12 Conduct of Business

5.12.1 The Mayor or other presiding officer shall take the chair precisely at the hour appointed for the meeting and shall immediately call the meeting to order.

5.12.2 Before proceeding with the business of the City Council, the roll of the members shall be called by the City Clerk, and the names of those present shall be entered into the minutes.

5.13 Time of Adjournment

5.13.1 It is the policy of the City that all evening meetings of the City Council, including study sessions, be adjourned no later than 11:00 p.m., which time is referred to as the normal time of adjournment. If a hearing is in progress at 11:00 p.m., the presiding officer shall adjourn the meeting, unless the City Council, by motion, waives the normal time of adjournment. No new item of business shall be taken up by the City Council after the normal time unless the City Council has determined by a majority vote to set aside this policy. All agenda items not considered at the meeting shall be on the agenda of the next regular meeting unless the City Council directs otherwise.

5.14 Agenda Packets

5.14.1 Agenda packets are to be made available for the public at the City Clerk's Office, the City's website and at the City Council meeting. City Council meeting agendas, minutes and staff reports shall normally be available for public review on the Tuesday prior to City Council meetings.

5.14.2 Agenda packets shall normally be available to City Councilmembers on the Tuesday prior to City Council meetings.

5.14.3 Writings distributed by staff to a majority of councilmembers after the agenda has been distributed, but before the City Council meeting, shall be made available for public inspection at the time the writing is distributed to all, or a majority of all the members of the City Council. Such materials shall be immediately posted on the City's website in a position and manner that indicates the writing relates to an agenda item for an upcoming meeting, and physical copies shall be available for public inspection in the City Clerk's Office, beginning the next regular business hours. Written public comment must be received by 3 p.m. the day of the City Council meeting.

5.14.4 Writings distributed during a City Council meeting by staff, a councilmember, or a member of the public, shall be made available for inspection by the public at or after the City Council meeting.

5.14.5 The City Clerk shall keep copies of all writings submitted as part of the record to the City Councilmembers before and during a City Council meeting with the official record of the City Council meeting and shall make a copy available for inspection and copying as required by law.

5.15 Preparation and Distribution of Minutes

5.15.1 The minutes of City Council meetings shall be kept by the City Clerk and shall be neatly typewritten and shall contain the following:

a. A record of each particular type of business as was actually passed upon by a vote of the City Council, set off in paragraphs; and

b. A record shall be made of the names and cities of residence of persons addressing the City Council, the title of the subject matter to which their remarks related and whether they spoke in support of or in opposition to such matter.

5.15.2 Audio recordings of the City Council meetings shall be made and shall be maintained by the City Clerk for a period of no less than two years. Video recordings shall be maintained by the City Clerk permanently.

5.15.3 As soon as possible after every City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be prepared and distributed in the agenda packet.

5.16 Reading and Approval of Minutes

5.16.1 Unless the reading of the minutes of a City Council meeting is requested by a member of the City Council, such minutes may be approved without reading it if the City Clerk has previously furnished each member with a copy thereof.

5.16.2 The minutes shall be approved by the City Council under the consent calendar.

5.17 Validity of Actions

5.17.1 No action taken by the City Council which is otherwise legally valid shall be voided or nullified by reason of a failure to follow these Rules or Rosenberg's Rules of Order.

CITY OF ROCKLIN

CITY COUNCIL

PROCEDURAL RULES

~~December 2022~~August 2024

CITY OF ROCKLIN
CITY COUNCIL PROCEDURAL RULES

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1. Authority and Administration

1.1 General Authority and Applicability

1.1.1 The City Council establishes these procedural rules (the Rules) in conformity with state law, including the Ralph M. Brown Act. These Rules shall be in effect upon adoption by resolution of the City Council, and shall govern the order and conduct of business of the City Council and other legislative bodies established by the City Council. These Rules may be amended from time-to-time by resolution of the City Council.

1.1.2 During City Council discussions, deliberations, and proceedings, the presiding officer has the primary responsibility to ensure that the City Council, staff and members of the public adhere to these Rules. Any councilmember~~member~~ who thinks the Rules are being violated may make a "point of order" to call for the presiding officer to enforce the Rules.

1.1.3 Any rule may be temporarily suspended by a majority vote of all council members present.

1.1.4 In the event these Rules are in conflict with state law, City ordinances or the Councilmember Handbook, the order of priority shall be as follows: (1) state law, (2) City ordinances, (3) the Rules, and (4) the Councilmember Handbook.

1.2 Rosenberg's ~~Robert's~~ Rules of Order

1.2.1 To the extent these Rules do not address a point of order or an issue of parliamentary procedure for legislative body meetings, ~~Webster's New World, Robert's~~ Rosenberg's Rules of Order, Revised 2011~~Third Edition~~, shall apply.

2. City Council Powers

2.1 Authority of the City Council

2.1.1 The City Council has the power, in the name of the City, to do and perform all acts appropriate to the governance of a municipal corporation, and the general welfare of its inhabitants, which are not specifically prohibited by state or federal laws.

2.2 Acts as a Body

2.2.1 The City Council shall act as a body.

2.2.2 No council member has extraordinary powers beyond those of other council members. All council members, including the Mayor, have equal powers.

2.3 SeElection of Mayor and Vice Mayor

2.3.1 The selection of the Mayor and Vice Mayor shall occur during a regular scheduled meeting between November 15 and January 15 of each year. Unless removed from office by majority vote of the City Council, the Mayor and Vice Mayor shall serve a one-year term.

2.3.2 The City Clerk shall preside over the selection of the Mayor and the Mayor shall preside over the selection of the Vice Mayor.

2.3.3 The Mayor and Vice Mayor serve at the pleasure of the City Council and can be replaced at any time by a majority vote of the City Council.

2.4 Functions and Duties of Mayor

2.4.1 The Mayor is the presiding officer of the City Council. In the Mayor's absence, the Vice Mayor shall perform the duties of the Mayor. In the absence of both Mayor and Vice Mayor, the senior Councilmember shall preside.

2.4.2 The Mayor shall preside and preserve order at all regular and special meetings of the City Council. The Mayor or other presiding officer may move or second from the chair, shall have the right to debate subject only to such limitations of debate as are imposed on all members, and shall be deprived of none of the rights or privileges of a councilmember by reason of his or her occupying the chair.

2.4.3 The Mayor shall decide all questions of order.

2.4.4 The Mayor shall appoint councilmembers to committees or other bodies, subject to confirmation by a majority vote of the City Council.

2.4.5 The Mayor is the official head of the City for all ceremonial purposes.

2.4.6 The Mayor may perform such other duties consistent with the mayoral office as may be authorized by the City Council.

2.4.7 Mayoral Proclamations shall be issued and signed by the Mayor and attested by the City Clerk.

2.4.8 The City Manager, in coordination with the Mayor, City Attorney and City Clerk, shall prepare agendas for meetings of the City Council, as set forth in more detail at Section 5.5 below.

2.5 City Council Committees

2.5.1 The Mayor shall appoint councilmembers to standing and ad hoc committees of the City Council to facilitate the business of the City, subject to confirmation by a majority vote of the City Council. A committee may only undertake those lawful tasks assigned to it by the City Council and has no ability to act independently from or bind the City Council.

2.5.2 Committees shall be formed by resolution of the City Council. Such resolutions shall establish the membership of the committee, the manner of appointment and removal of members, the work to be undertaken by the committee, the timeline for the performance of the committee functions, and other items as deemed appropriate by the City Council, such as the requirement for annual reports.

2.5.3 Committees shall only have advisory functions and shall not have any final decision-making or policy-making authority.

2.5.4 Each standing and ad hoc committee shall establish regular meeting dates for the purpose of conducting business, but may also hold special meetings, in accordance with the requirements of the Brown Act.

2.5.5 Annually, each standing committee shall elect one of its members to serve as the presiding officer or chair. The City Council shall appoint the presiding officer or chair of ad hoc committees.

2.5.6 The City Manager shall assign City staff, as he or she deems reasonable and appropriate, to assist each committee in the performance of its functions.

2.5.7 The conduct of committee meetings shall be governed by the same rules of policy and procedure as the City Council.

2.5.8 Committee members shall comply with all applicable open meeting and conflict-of-interest laws of the State.

2.5.9 To the extent allowed by applicable law, All persons are eligible to serve on committees, at the discretion of the City Council, regardless of citizenship, residency or voter registration status.

2.5.10 Committee members may resign at any time by submitting a written resignation to the City Clerk. Resignations are effective upon submittal.

2.6 Boards and Commissions

2.6.1 The City Council may establish decision-making or advisory boards and commissions to facilitate the business of the City or to assist the City Council in its policy decisions.

2.6.2 Each board or commission shall establish regular meeting dates, but may also hold special meetings, in accordance with the requirements of the Brown Act.

2.6.3 Boards and commissions shall be formed by ordinance or resolution of the City Council. Such ordinance or resolution shall establish the membership of the board or commission, the work to be undertaken by the board or committee, the timeline for the performance of the board or commission functions, the term of office of members, qualifications for serving as a member of the board or commission, and other items as deemed appropriate by the City Council.

2.6.4 Annually, each board and commission shall elect one of its members to serve as the presiding officer or chair.

2.6.5 The conduct of board and commission meetings shall be governed by the same rules of policy and procedure as the City Council.

2.6.6 Boards and commissions shall comply with all applicable open meeting and conflict-of-interest laws of the State.

2.6.7 The City Manager shall assign City staff, as he or she deems reasonable and appropriate, to assist each board or commission in the performance of its functions.

2.6.8 Board and commission members serve at the pleasure of the City Council and may be removed at any time by majority vote of the City Council. Board and commission members may resign at any time by submitting a written resignation to the City Clerk. Resignations are effective upon submittal.

3. Form of Government

3.1 City Council-City Manager Form of Government

3.1.1 The City of Rocklin shall operate as a City Council-City Manager form of municipal government.

3.1.2 The City Council shall provide legislative direction, set City policy and monitor its execution by City staff. The City Manager serves as the City's chief administrative officer and is responsible for directing the day-to-day operations of the City.

3.2 City Council Interaction with City Manager

3.2.1 The City Council shall only act in a manner that is consistent with the execution by the City Manager of the City Manager's powers and duties.

3.2.2 Except for the City Clerk, City Treasurer, and City Attorney, all employees shall be appointed by the City Manager and the City Manager shall have sole authority to hire, promote, discipline or terminate City employees.

3.2.3 The City Council should consider having any employment contracts between the City and either the City Manager or City Attorney reviewed by outside special counsel.

3.3 Communication with City staff

3.3.1 Except for the purpose of inquiry, the City Council, and each councilmember shall ~~deal~~ communicate with City staff solely through the City Manager.

3.3.2 The City Council ~~and~~ or c~~C~~ouncil members shall not give orders to any subordinate of the City Manager, nor shall the City Council or councilmembers give orders to any subordinate~~s~~ of the City Attorney.

3.4 Requests for Staff Resources

3.4.1 City Councilmember requests for research or other staff work shall be directed to the City Manager, or the City Attorney regarding legal matters.

3.4.2 If more than two hours of staff time will be required to complete the task/project, requested by a councilmember, the item will be placed on the next agenda to ask the City Council if time should be spent on the task or item.

3.4.3 Staff memos prepared in response to councilmember inquiries shall be distributed to all City Council members, the City Manager and the City Attorney.

4. Legal and Ethical Standards

4.1 Act in Public Interest

4.1.1 Recognizing that stewardship of the public interest must be their primary concern, councilmembers shall work for the common good of the people and not for any private or personal interest.

4.1.2 Councilmembers shall endeavor to treat all members of the public and issues before them in a fair and equitable manner.

4.2 Comply with Law

4.2.1 Councilmembers shall comply with the laws of the nation, the State of California and the City in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open and public meetings.

4.3 Conduct of Members

4.3.1 Councilmembers shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, committees, staff or the public.

4.4 Respect for Process

4.4.1 Councilmembers shall respect and adhere to the City Council-City Manager form of government.

4.4.2 Councilmember duties shall be performed in accordance with the processes and rules of order established by the City Council.

4.5 Communication

4.5.1 Councilmembers shall share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other councilmembers and the public prior to the City Council taking action on the matter.

4.5.2 Written communications addressed to the City Council are to be referred to the City Clerk for:

- Forwarding to the City Council with their agenda packet, or
- Placement on an agenda with or without a staff report, or
- Direct response to the citizen with a copy of the communication and staff letter to the City Council.

4.5.3 All written materials and verbal information provided to councilmembers on matters that are confidential under State law shall be kept in complete confidence. No disclosure or mention of any confidential information may be made to anyone other than other councilmembers, the City Attorney, the City Clerk or the City Manager.

4.5.4 Councilmembers may choose to post or comment on various social media sites using their personal accounts, but must keep their social media presence separate from that of the City and from that of other councilmembers and officials. Councilmembers will not post or speak on a social media website or other online

forums on behalf of the City unless specifically authorized by the City Council. Councilmembers' personal social media sites and posts should include one or more of the following disclaimers to prevent confusion and false public expectations: "this is the personal page" (of the individual); or, "the views expressed are strictly my own"; or, "This page is not operated by the City of Rocklin and is not a reflection of the City's policies or opinions or those of the City Council."

4.6 Coordination with Staff

4.6.1 Except when representing the City on standing committees (i.e., SACOG), appropriate City staff should be involved when councilmembers meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep staff informed.

4.6.2 As a courtesy, councilmembers shall provide advance notice to the City Manager before attending internal staff meetings or meetings between City staff and third parties.

4.6.3 City staff serves the City Council as a whole, therefore, an individual councilmember shall not direct staff to initiate any action, change a course of action or recommendation, or prepare any report, nor shall a councilmember initiate any project or study without the approval of the majority of the City Council.

4.6.4 When preparing for City Council meetings, councilmembers should endeavor to notify the City Manager of questions or issues in advance of the meeting, so that City staff can be prepared to provide the desired information at the City Council meeting.

4.6.5 Any concerns by a member of the City Council regarding the behavior or work of a City employee shall be directed to the City Manager privately so that the matter may be addressed; however, members of the City Council may always seek advice from the City Attorney at any time. Councilmembers shall not reprimand employees directly nor should they communicate their concerns to anyone other than the City Manager.

4.6.6 Councilmembers may direct routine inquiries to either the City Manager or appropriate department director with a copy to the City Manager.

4.6.7 Councilmembers serving on City Council committees or as the City's representative to an outside agency may interact directly with City staff assigned to that effort as the City Manager's designee. The City staff member so designated and assigned will keep the City Manager appropriately informed.

4.6.8 Councilmembers shall not solicit political activities or support from staff (e.g., financial contributions, display of posters or signs, name on support list, etc.). City staff may, as private citizens with constitutional rights, engage in political activities to support political candidates, but all such activities must be conducted away from

the workplace and may not be conducted during working hours, on City premises, while in uniform, or while representing the City.

4.7 Conflicts of Interest

4.7.1 In order to assure their independence and impartiality on behalf of the public good, councilmembers are prohibited from using their official positions to influence government decisions in which they have a financial interest that would present a conflict of interest under applicable State law.

4.7.2 Councilmembers shall not take advantage of services or opportunities for personal gain by virtue of their public office that is not available to the public in general.

4.7.3 Councilmembers shall endeavor to avoid any action that could be construed as, or create the appearance of, using public office for personal gain, including use of City stationary or email or other City resources to obtain or promote personal business.

4.7.4 Public resources not available to the general public, such as staff time, equipment, supplies or facilities, shall not be used by councilmembers for private gain or personal purposes.

4.7.5 Councilmembers shall not appear on behalf of ~~the private interests of~~ a third party, or advocate for the private interests of a third party, before the City Council or any board, commission or committee~~s~~ of the City.

4.7.6 To the best of their ability, councilmembers shall represent the official policies and positions of the City Council. When presenting their personal opinions or positions publicly, councilmembers shall explicitly state they do not represent the City Council or the City.

4.7.7 The City Council shall not enter into a contract if one of its members is financially interested in the contract, unless otherwise allowed by state law.

4.8 Ex Parte Contacts

4.8.1 City Councilmembers are encouraged to consider the due process implications before receiving information and evidence on any quasi-judicial matter (i.e., appeal, permits, licenses and use applications) while such matter is pending before the City Council or any agency, board or commission thereof, outside of the public hearing process.

4.8.2 If any councilmember is exposed to information or evidence about a pending quasi-judicial matter outside of a public hearing, through contacts by constituents or the applicant, through site visits, or in any other manner, the councilmember is encouraged to disclose all such information and/or evidence acquired which is not

otherwise included in the written or oral staff report, during the public hearing and before the public comments period is opened.

4.8.3 Councilmembers may discuss legislative matters freely with constituents and members of the public, and no disclosure of those contacts is necessary. Due process requirements do not apply to legislative matters (i.e., lawmaking and policy functions).

5. City Council Meetings

5.1 Regular Meetings

5.1.1 Regular meetings of the City Council are held on the second and fourth Tuesday of each month at 6:00 p.m. in the City Administration building located at 3970 Rocklin Road in Rocklin, California, or at such other place as the City Council may deem appropriate, subject to the requirements of State law. Regular meetings may be convened earlier than 6:00 p.m. in order to accommodate closed sessions of the City Council.

5.1.2 If a regular meeting day falls on a legal holiday, then the regular meeting which otherwise would have occurred on that day shall be held on the first business day thereafter at 6:00 p.m., unless otherwise directed by the City Council.

5.2 Study Sessions

5.2.1 Study sessions are conducted as part of a public meeting, which the City Manager or City Council may set from time to time to allow for detailed review of important matters.

5.2.2 Study sessions may be conducted jointly with another City board, commission or committee or another governmental agency.

5.2.3 Formal action is typically not taken at a study session, unless the agenda indicates that action may be taken.

5.3 Closed Sessions

5.3.1 All written materials and verbal information regarding closed session items must remain confidential. No member of the City Council, employee of the City or anyone else present should disclose to any other person the intent or substance of any discussion that takes place in a closed session unless authorized by a majority of the City Council.

5.3.2 Closed sessions are regulated by the Brown Act.; Permissible topics~~/issues~~ for a closed session discussion include but are not limited to: labor negotiations, pending litigation, personnel actions, real estate negotiations and certain licensing and public security issues. Closed sessions are closed to the public and ~~press~~media.

5.3.3 Prior to holding a closed session, the City Council shall convene in open session and announce the item or items to be discussed and/or acted upon in closed session by referencing the item or items by their number on the agenda. The presiding officer shall allow the public the opportunity to comment upon the closed session matter before the item is discussed in closed session. The City Council shall publicly report any final action taken in closed session for which the Brown Act requires an announcement and the vote or abstention on that action of every councilmember present.

5.3.4 All public statements, information and press releases relating to closed session items should be handled by the City Attorney or as otherwise directed by the City Council majority.

5.3.5 Any suspected violation of the confidentiality of a closed session discussion shall be reported to the City Attorney.

5.3.6 Copies of contracts, settlement agreements, or other documents that are finally approved or adopted in closed session shall be provided to any person who has submitted a request for such to the City Council within twenty-four hours of the posting of the agenda listing the closed session, or to any person who has made a standard request for all documentation as part of a request for notice of meetings, if the requester is present at the time the closed session ends. If the action taken results in substantial revisions to the documents, the documents shall not be released until retyping is completed. Upon request, the presiding officer shall orally summarize the substance of the amendments if requested at the end of the closed session. The closed session documents shall be made available to any person on the next business day following the closed session or, where substantial revisions are necessary, when the necessary revisions are made.

5.4 Special and Emergency Meetings

5.4.1 The Mayor may call special or emergency meetings pursuant to the provisions of the Brown Act.

5.5 City Council Agenda Items

5.5.1 The City Manager, in coordination with the Mayor, City Clerk and City Attorney, shall cause to be prepared an agenda setting forth the time and place of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. Items to be included must be submitted to the City Manager no later than the date established by the City Manager.

5.5.2 The City Manager shall cause to be prepared a memorandum giving pertinent facts and background information on each item which requires City Council action.

5.5.3 City Councilmembers may request that items be placed on a future agenda at any public meeting of the City Council by orally making the request under Future Agenda Items. City Council action on the request is not required in order for the item to be placed on a future agenda.

5.5.4 Any non-hearing item may be placed on a consent calendar and enacted by one motion. There will be no separate discussion of these items unless a member of the City Council or a citizen so requests. If such a request is made, the item ~~shall~~ may be removed from the consent calendar and considered in the normal sequence on the agenda.

5.5.5 The Mayor may add items to the agenda that were not requested at a public meeting, if he or she deems it necessary to bring the matter to the City Council without following the process set forth in Section 5.5.3 above.

5.6 Order of Agenda

5.6.1 The order of items on the City Council agenda shall be as follows, unless changed at any time by the ~~m~~Mayor or by a majority vote of the City Council:

- Call to Order
- Pledge of Allegiance
- Roll Call
- Agenda Review
- Citizens Addressing the City Council
- Reports from City Council and City Manager
- Consent Calendar
- ~~Special~~ Presentations
- Public Hearings
- Discussion Items
- Future Agenda Items
- Future Strategic Planning Items
- Future Study Session Items
- Public Financing Authority
- City Council Acting as Successor Agency
- ~~Closed Session~~
- Adjournment

Closed Session items authorized by the provisions of the Brown Act may be included on any agenda in the location as deemed appropriate by the City Manager.

5.7 Communications from the Public

5.7.1 The public comment portion of the City Council meeting is intended for oral presentations to the City Council by members of the public. During this time, a speaker may address the City Council on any issue which is in the subject matter

jurisdiction of the City Council and does not appear on the printed agenda for that meeting.

5.7.2 The Mayor or presiding officer shall request that each person addressing the City Council give his or her name and city of residence in an audible tone of voice for the record before making comments, although a person is not required to identify themselves before addressing the City Council. The use of Speaker Cards is encouraged. All remarks shall be addressed to the City Council as a body and not to any member thereof, or to staff, or to the public. No person, other than a member of the City Council, the City Manager or the City Attorney and the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

5.7.3 For items not on the agenda, and for non-hearing items on the agenda, the person addressing the City Council shall be limited to ~~five~~ three minutes, unless the presiding officer, with consent of the majority of the City Council, determines that all speakers will be allowed a shorter or longer period of time.~~, unless the time is extended or reduced by the presiding officer~~.

5.7.4 For hearing items on the agenda, the presiding officer may impose reasonable time limits on any citizen addressing the City Council, including applicants, proponents and opponents, when the presiding officer determines the limits are necessary for the orderly conduct of the hearing, and the limits are fairly applied. The presiding officer may also impose reasonable limitations on the total amount time allocated for public testimony on a particular issue.

5.7.5 Whenever any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the City Council and, in case additional matters are to be presented at the time by any member of the group, to limit the number of persons so addressing the City Council, so as to avoid unnecessary repetition. A person shall not yield or allot any amount of their public comment time to another person.

5.7.6 Members of the City Council shall not engage in debate with members of the public offering public comment, but may briefly respond to statements made or questions posed during this portion of the meeting. City staff shall briefly respond to statements made or questions posed by members of the public, when asked to do so by a City Councilmember.

5.7.7 ~~The~~ Members of the City Council shall discourage any behavior which disrupts, disturbs or otherwise impedes the orderly conduct of the City Council meeting.

5.7.8 Nothing in this section shall prohibit or discourage orderly criticism of any City Council decision or City policy, procedure, program or service.

5.7.9 Members of the public may submit, and are encouraged to submit, comments in writing to the City Council relating to City business, whether on the City Council agenda or otherwise. Such written comments will be distributed to members of the City Council and considered and acted upon, as the City Council in its judgment may deem appropriate.

5.8 Procedurale Matters

5.8.1 Except for actions that require a higher vote threshold by law, ~~A~~a majority vote of the full City Council (three~~3~~ affirmative votes) shall be the minimum required to act on any matter, including but not limited to, ordinances, resolutions and City policies.

5.8.2 If any City Council member cannot attend a meeting, he or she should notify the City Clerk as soon as possible, but in no event later than noon on the meeting day.

5.8.3 Three City Council members shall constitute a quorum for the transaction of business at any regular, special or emergency meeting of the City Council. When there is no quorum, the presiding officer or City Clerk may adjourn the meeting, provided that 15 minutes shall have elapsed after the hour set for such meeting.

5.8.4 For the purpose of considering any item subject to vote of the City Council, when a councilmember disqualifies himself/herself due to a conflict of interest, that councilmember's abstention shall not be considered in determining the presence of a quorum. Consideration on such item thereof shall be deferred until a quorum of non-interested councilmembers are present to discuss and vote on the item.

5.8.5 At the time the presiding officer calls an item from which a councilmember is disqualified from participation due to a conflict of interest, the disqualified councilmember shall announce the fact and the reason he or she is disqualified for the record and shall thereafter refrain from any participation as a councilmember in the discussion and action on the item. Further, except when the matter is on the consent calendar, the disqualified councilmember shall leave the City Council chambers while the matter is being discussed. A councilmember disqualified from participation shall not be considered present at the meeting for the item(s) of business on which such member is disqualified.

5.8.6 Items may only be added to the City Council agenda pursuant to the requirements of the Brown Act.

5.8.7 The making and handling of motions shall be governed by the presiding officer. The presiding officer may recess and adjourn City Council meetings ~~on behalf of Council,~~ without the necessity of a motion.

5.8.8 Any City Councilmember present at a meeting when a question comes up for a vote must vote for or against the measure or abstain, unless he or she is disqualified from voting. When necessary, the Mayor may request votes by roll call vote. Members that refuse to vote, are silent, or state "abstain" shall be considered as

having abstained. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record.

5.8.9 An abstention does not count as a vote for or against a matter. If a Councilmember abstains, he or she is counted for quorum purposes, but is not deemed to be voting for purposes of determining whether there has been a majority vote.

5.8.10 A tie vote shall result in a lost motion if all five members are present. In such an instance, any councilmember may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken. A tie vote when only four members are present shall result in an automatic continuance to the next regular meeting of the City Council, in the absence of an affirmative vote.

5.8.11 Remote participation.

5.8.11.1.1 Councilmember participation in City Council meetings by teleconference or videoconference shall comply with the requirements of the Brown Act.

5.8.11.1.2 Less than a quorum of the City Council may participate in a City Council meeting by video-conference if there is just cause for the member(s) not attending the meeting in person or the member(s) experience an emergency circumstance, as defined by the Brown Act. The member intending to participate in a City Council meeting by video-conference shall advise the Mayor and the City Clerk not less than six hours before the meeting, of the just cause for remote participation. The meeting shall provide for either two-way audiovisual system or a two-way phone service in addition to live webcasting. The member participating by video-conference shall announce if there is anyone present with them over the age of 18 and if so, their relationship to the member. The member must participate by both audio and video. The agenda must identify a call-in or internet-based access option for public participation in addition to the in-person meeting location. If there is a disruption to the video-conference meeting, the City Council shall take no further option until public access is restored. The number of occasions a member may utilize this process shall be as set forth in the Brown Act.

5.9 Procedure for Public Hearing

The order of conducting a public hearing by the City Council shall be as follows:

a. Presiding officer announces the item and opens the public hearing;
b. Staff ~~report~~presentation;
c. Questions of staff for clarification by Councilmembers;
~~c.~~d. Disclosure of any ex parte communications by Councilmembers

~~d.~~e. Statement by proponents;
~~e.~~f. Questions of proponents or staff by Councilmembers;
~~f.~~g. Public comments;
~~g.~~h. As necessary, questions of public or staff by Councilmembers;
~~h.~~i. Response by proponent;
~~i.~~j. Response by staff;
~~j.~~k. Final questions by Councilmembers to staff or~~,~~ proponent ~~or public~~;
~~k.~~l. Presiding officer closes public hearing;
~~l.~~m. City Council discussion;
~~m.~~n. City Council action on item.

5.10 Non-Agenda Items

5.10.1 No action or discussion shall be taken on any item not appearing on the posted agenda, except as provided below:

a. Councilmembers may, on their own initiative or in response to questions posed by a member of the public, ask a question for clarification, provide a reference to staff or other resources for factual information, or request that any matter be placed on a future agenda.

b. The City Council may take action to direct staff to report back to the City Council at a subsequent meeting on any matter.

5.10.2 The City Council may add to the posted agenda, and take action on any item of business under the conditions stated below:

a. Upon a determination by a majority vote of the City Council that an emergency situation exists. "Emergency situation" means a crippling disaster~~,~~; a work stoppage~~,~~; ~~or~~ other activity which severely impairs public health, safety or both; or local, State, or Federally-declared emergency or disaster.

b. Upon a determination by a two-thirds vote of the City Council, or, if less than two-thirds of the members are present, by a unanimous vote of those present, that there is a need to take immediate and urgent action and that the need for action came to the attention of the City after the agenda was posted.

c. The item was on the agenda for a prior meeting of the City Council occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

5.11 Decorum

5.11.1 The Mayor shall be responsible for preserving order at all City Council meetings.

5.11.2 While the City Council is in session, all persons shall conduct themselves with reasonable decorum.

5.11.3 While the City Council is in session, the councilmembers shall preserve order and decorum, and no member shall, either by conversation or otherwise, delay or interrupt the proceedings or the peace of the City Council or disturb any member while speaking, or refuse to obey the orders of the City Council or its presiding officer. Councilmembers shall be courteous at all times in their dealings with the public, staff and each other.

5.11.4 When a member of the public is disruptive to a City Council meeting, the presiding officer shall warn the person that their behavior is disruptive and if they do not stop their behavior, they may be removed from the meeting. If the member of the public does not promptly cease their behavior, the presiding member or their designee may order their removal. As used herein, "disruptive" means behavior during the meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including but not limited to: (1) failing to comply with reasonable and lawful regulations adopted by the City Council pertaining to conduct of open meetings; or (2) engaging in behavior that constitutes use of force or conduct that a reasonable observer would perceive to be an actual threat to use force.

5.11.5 The Police Chief or his or her authorized representative shall be sergeant at arms of the City Council meeting. The sergeant at arms shall carry out all lawful orders and all instructions of the presiding officer for the purpose of maintaining order and decorum at City Council meetings.

5.12 Conduct of Business

5.12.1 The Mayor or other presiding officer shall take the chair precisely at the hour appointed for the meeting and shall immediately call the meeting to order.

5.12.2 Before proceeding with the business of the City Council, the roll of the members shall be called by the City Clerk, and the names of those present shall be entered into the minutes.

5.13 Time of Adjournment

5.13.1 It is the policy of the City that all evening meetings of the City Council, including study sessions, be adjourned no later than 11:00 p.m., which time is referred to as the normal time of adjournment. If a hearing is in progress at 11:00 p.m., the presiding officer shall adjourn the meeting, unless the City Council, by motion, waives the normal time of adjournment. No new item of business shall be taken up by the City Council after the normal time unless the City Council has determined by a majority vote to set aside this policy. All agenda items not considered at the

meeting shall be on the agenda of the next regular meeting unless the City Council directs otherwise.

5.14 Agenda Packets

5.14.1 Agenda packets are to be made available for the public at the City Clerk's Office, the City's website and at the City Council meeting. City Council meeting agendas, minutes and staff reports shall normally be available for public review on the Tuesday prior to City Council meetings.

5.14.2 Agenda packets shall normally be available to City Councilmembers on the Tuesday prior to City Council meetings.

5.14.3 Writings distributed by staff to a majority of councilmembers after the agenda has been distributed, but before the City Council meeting, shall be made available for public inspection at the time the writing is distributed to all, or a majority of all the members of the City Council. Such materials shall be immediately posted on the City's website in a position and manner that indicates the writing relates to an agenda item for an upcoming meeting, and physical copies shall be available for public inspection in the City Clerk's Office, beginning the next regular business hours. Written public comment must be received by 3 p.m. the day of the City Council meeting.

5.14.4 Writings distributed during a City Council meeting by staff, a councilmember, or a member of the public, shall be made available for inspection by the public at or after the City Council meeting.

5.14.5 The City Clerk shall keep copies of all writings submitted as part of the record to the City Councilmembers before and during a City Council meeting with the official record of the City Council meeting and shall make a copy available for inspection and copying as required by law.

5.15 Preparation and Distribution of Minutes

5.15.1 The minutes of City Council meetings shall be kept by the City Clerk and shall be neatly typewritten and shall contain the following:

a. A record of each particular type of business as was actually passed upon by a vote of the City Council, set off in paragraphs; and

b. A record shall be made of the names and cities of residence of persons addressing the City Council, the title of the subject matter to which their remarks related and whether they spoke in support of or in opposition to such matter.

5.15.2 Audio recordings of the City Council meetings shall be made and shall be maintained by the City Clerk for a period of no less than two years. Video recordings shall be maintained by the City Clerk permanently.

5.15.3 As soon as possible after every City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be prepared and distributed in the agenda packet.

5.16 Reading and Approval of Minutes

5.16.1 Unless the reading of the minutes of a City Council meeting is requested by a member of the City Council, such minutes may be approved without reading it if the City Clerk has previously furnished each member with a copy thereof.

5.16.2 The minutes shall be approved by the City Council under the consent calendar.

5.17 Validity of Actions

5.17.1 No action taken by the City Council which is otherwise legally valid shall be voided or nullified by reason of a failure to follow these Rules or Rosenberg's Rules of Order.



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

LEAGUE® OF CALIFORNIA CITIES

MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

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Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc.

Date: August 13, 2024

Submitted By: Gabrielle de Farcy, Associate Management Analyst
Sherri Conway, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc.

Background:
On January 23, 2024, the City Council adopted by Resolution No. 2024-039 the Affordable Housing Incentive Program for Qualified Affordable Housing Developments. The purpose of the Affordable Housing Incentive Program is for the City of Rocklin to meet Regional Housing Needs Allocation (RHNA) projections by working with housing developers to expand opportunities for affordable lower-income and workforce housing.

One component of the Affordable Housing Incentive Program is Low- and Moderate-Income Housing Asset Fund Contributions. If Low- and Moderate-Income Housing Asset Fund (LMIHAF) dollars are available, private projects requesting a commitment of funding must first demonstrate a gap in funding by submitting pro forma that is then verified by an independent third party selected by the City. In order to evaluate proposed development projects, the City entered into a Contract for Services with Keyser Marston Associates, Inc. (KMA) dated August 25, 2023. KMA provides expertise in financial analysis related to affordable housing. The contract term was through June 30, 2024 with a not to exceed amount of $45,000.

Based on KMA's analysis of a submitted pro forma, staff may formulate a funding recommendation for the City Council's consideration. Given the number of requests that have been received by the City that require financial analysis, an amendment contract is needed to continue utilizing the services of KMA.

Staff recommends approval of Amendment No. 1 for a new total contract amount not to exceed $150,000 and a contract term in effect until June 30, 2026.

Fiscal Impact:
Amendment No.1 brings the total contract not to exceed amount to $150,000. Sufficient funds are available in the Low- and Moderate-Income Housing Asset Fund.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Amendment No. 1
3. KMA Contract for Services

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1
TO THE CONTRACT FOR SERVICES WITH KEYSER MARSTON ASSOCIATES, INC.

WHEREAS, on August 25, 2023, the City of Rocklin entered into a Contract for Services Agreement with Keyser Marston Associates, Inc. for expertise in financial analysis related to affordable housing in an amount not to exceed $45,000; and

WHEREAS, on January 23, 2024, pursuant to Resolution No. 2024-039, the City of Rocklin established the Affordable Housing Incentive Program for Qualified Affordable Housing Developments, including Low- and Moderate-Income Housing Asset Fund Contributions; and

WHEREAS, projects requesting a commitment of Low- and Moderate-Income Housing Asset Fund Contributions must first demonstrate a gap in funding by submitting pro forma that is verified by an independent third party selected by the City; and

WHEREAS, the City selected Keyser Marston Associates, Inc. for pro forma review and financial analysis, and therefore an amendment to the Contract for Services is necessary for continuation of services.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc. for financial analysis services in substantially the form attached hereto as Exhibit "A"; and

PASSED AND ADOPTED ON August 13, 2024, by the City Council of the City of Rocklin by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Docusign Envelope ID: B4ABD506-807A-4C3E-AE37-5F7F46FD66CF

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN
THE CITY OF ROCKLIN AND KEYSER MARSTON ASSOCIATES, INC.

This Amendment is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and Keyser Marston Associates, Inc. (KMA) ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services dated August 25, 2023, for assistance in evaluating the development economics of proposed real estate projects on an "as-requested" basis (hereafter "Agreement"); and

WHEREAS, the City and Contractor agree to amend the Agreement to extend the term and to increase the not-to-exceed amount.

AGREEMENT

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

1. Section 2 entitled "Compensation" is amended to reflect the total compensation under the Agreement shall not exceed One Hundred Fifty Thousand Dollars ($150,000).

2. Section 4 entitled "Term of Contract" is amended to reflect the Agreement shall continue in effect until June 30, 2026, unless sooner terminated.

3. Exhibit B entitled "Schedule of Performance" is amended and the Agreement shall continue in effect until June 30, 2026, unless sooner terminated.

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

Executed as of the date first written above.

CONTRACTOR

DocuSigned by:
By: Debbie Kern
Debbie Kern, Vice President

DocuSigned by:
By: David Doezema
David Doezema, Assistant Secretary

CITY

By: _____
Aly Zimmermann, City Manager

Docusign Envelope ID: B4ABD506-807A-4C3E-AE37-5F7F46FD66CF

APPROVED AS TO FORM:

By: Signed by: Daniel Cucchi 555D97C45174181...
Daniel Cucchi,
Acting Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

DocuSign Envelope ID: 713F2071-59CF-4CD0-97C1-711F2F375237

CONTRACT FOR SERVICES

THIS CONTRACT is made on 8/25/2023 | 11:37 AM PDT, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Keyser Marston Associates, Inc. (KMA) "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Forty-Five Thousand Dollars ($45,000).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

(1) Job/project name or description;
(2) City's current purchase order and/or work order number (if applicable);
(3) Contractor's invoice number;
(4) Date of invoice issuance;
(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
(6) Amount of invoice, itemizing all authorized reimbursable expenses; and

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(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until June 30, 2024 unless sooner terminated as provided herein.

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

5. SUSPENSION/TERMINATION:

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

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

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i. Contractor shall immediately cease rendering services pursuant to this agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall

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deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

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D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred**.**

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

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14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

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18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. ***Commercial General Liability (CGL)***: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability***: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. ***Professional Liability (Errors and Omissions)***: Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least

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as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

   i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning

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shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A**. Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

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

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Debbie Kern
Keyser Marston Associates, Inc. (KMA)
2040 Bancroft Way, Suite 302
Berkeley, California 94704

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

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K. **Counterparts**; **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

"CONTRACTOR"
KEYSER MARSTON ASSOCIATES, INC.

By: DocuSigned by: Debbie Kern 5D296E31E3F04DD...
Debbie Kern, Vice President

By: DocuSigned by: David Doezema 058FD56289EC4C1...
David Doezema, Assistant Secretary

CITY OF ROCKLIN

By: DocuSigned by: Aly Zimmermann 66D99BDD198445B...
Aly Zimmermann, City Manager

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ATTEST:

DocuSigned by:
By: Haley Reid
95D3E397B9AA45F...
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Daniel Cucchi
5553D9734517413...
Daniel Cucchi, Interim City Attorney

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EXHIBIT A

Contractor Proposal/Scope of Work

Keyser Marston Associates, Inc. (KMA) will assist in evaluating the development economics of proposed real estate projects on an “as-requested” basis. Requested tasks may include:

- Evaluating a proposed project’s development costs and/or projected income to determine if they are consistent with market conditions;
- Evaluating a proposed project’s value to determine if the underwriting assumptions are consistent with market conditions;
- Evaluating the financial strength of the developer and its equity partner(s);
- Evaluating the proposed project’s debt and equity financing plan;
- Evaluating a proposed project’s viability based on land-use and parking regulatory requirements;
- Determining if the proposed project is in need of a financial subsidy in order to be financially viable and, if so the magnitude and form of assistance that is warranted;
- Evaluating city tax and fee revenues to be generated by a project;
- Negotiating the business terms of a Development Agreement and/or Purchase and Sale Agreement;
- Preparing written reports summarizing the approach and findings of such analyses;
- Assisting the City convey surplus properties for development;
- Assisting with affordable housing transactions and policies, including determining the warranted amount of gap funding, selecting developers for sites, reviewing affordable pricing calculations, etc.; and
- Review the layering of funds for projects with HUD funding.

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EXHIBIT B

Schedule of Performance

This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until June 30, 2024 unless sooner terminated as provided herein.

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EXHIBIT C

Schedule of Fees

KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES

	2022/2023
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	$305.00
SENIOR PRINCIPALS*	$295.00
PRINCIPALS*	$275.00
MANAGERS*	$245.00
SENIOR ASSOCIATES	$205.00
ASSOCIATES	$185.00
SENIOR ANALYSTS	$170.00
ANALYSTS	$145.00
TECHNICAL STAFF	$105.00
ADMINISTRATIVE STAFF	$90.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

"CONTRACTOR"
KEYSER MARSTON ASSOCIATES, INC.

DocuSigned by:
By: Debbie Kern
5D290F31E3F04DD...
Debbie Kern, Vice President

DocuSigned by:
By: David Doezema
058FD56289EC4C1...
David Doezema, Assistant Secretary

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Declaration of City Owned Surplus Property at 5240 Front Street (APN 010-144-003-000)

Date: August 13, 2024

Submitted By: Sherri Conway, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Declaring City Property Located at 5240 Front Street, Rocklin, Assessor's Parcel Number 010-144-003, as Surplus.

Background:
The City of Rocklin owns a parcel at 5240 Front Street, totaling approximately 0.32 acres (13,986 square feet) specifically identified as Assessor's Parcel Number (APN) 010-144-003-000. In 2015, the City Council authorized by Resolution 2015-189, the purchase of the Property for future use as the Front Street Plaza. At that time, the concept was to provide the Rocklin community an additional recreational and cultural venue that could accommodate music and street fairs, cultural activities and art exhibits. Since that time, the City has developed Quarry Park, and has received increased interest from private developers to bring forward similar commercial concepts in the downtown area. Development of the property is consistent with Action 3.3 of the City's 2022-2025 Economic Development Strategy, whereby investing in and maintaining the Quarry District infrastructure to pursue catalyst development opportunities is a priority. Sale of the property would allow private investment to occur.

The subject property is zoned Historic-District (H-D). The H-D zone was established to enhance the value and distinctive character of the city of Rocklin's historic Front Street area. Development in the area will create an exciting and visible community, capitalizing on the area's proud heritage.

Effective January 1, 2020, the Surplus Land Act (AB 1486) (Act) was amended to address California's shortage of affordable housing. In April 2021, the California Department of Housing and Community Development released the Surplus Land Act Guidelines (Guidelines), which further detailed the procedures and scenarios governed by the Surplus Land Act. Under the Act and its Guidelines, local agencies are required to take formal action in a regular public meeting to declare land surplus and not necessary for the agency's use. The declaration must be supported by written findings.

Following the City's declaration, the City must notify various entities identified in the Act and its Guidelines (public agencies, affordable housing developers, parks and recreational districts, the State Resources Agency, local school districts, public entities in infill opportunity zones, etc.) and those registered with the State Department of Housing and Community Development of the surplus land availability. Any interested and qualified entities (pursuant to the requirements of the Act and its Guidelines) must notify the City of the desire to purchase or lease the land within 60 days of the release of the Notice of Availability. If the City receives a notice of interest, following the 60-day period, a subsequent 90-day good faith negotiation period commences. If no notices of interest are received, or if the price or terms cannot be agreed upon after the full 90-day good faith negotiation period, then the City may dispose of the surplus land without further regard to the Act, subject to certain affordability restrictions if the land is developed for residential use.

Prior to agreeing to terms for the disposition of the surplus land, the City must provide the Department of Housing and Community Development a description of the notices of availability sent, negotiations conducted with any responding entities, and a copy of any restrictions to be recorded against the property. The Department of Housing and Community Development then has 30 days to review the materials and process to ensure compliance with Act before the City can sell, lease, or otherwise dispose of the property.

Environmental Analysis:

The declaration of surplus land is not considered a project and is therefore exempt from the California Environmental Quality Act (CEQA).

Fiscal Impact:

There is no financial impact associated with the declaration of surplus land. Any future negotiations regarding the sale, lease or disposal of the property will come back to the City Council for consideration.

ATTACHMENTS:

1. Resolution
2. Resolution No. 2015-189 (Purchase of Front Street property)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING CITY PROPERTY LOCATED AT 5240 FRONT STREET, ROCKLIN, ASSESSOR'S PARCEL NUMBER 010-144-003, AS SURPLUS

WHEREAS, the City of Rocklin owns a vacant, undeveloped parcel located at parcel of 5240 Front Street, Rocklin, California, Assessor's Parcel No. 010-144-003; and

WHEREAS, the property located at 5240 Pacific Avenue has a land use designation of Mixed Use and a Zoning Designation of Historic District; and

WHEREAS, the sale of City property to a private entity may assist in the generation of quality developments, including, but not limited to, affordable housing; and

WHEREAS, pursuant to the Surplus Land Act (California Government Code Section 54220 et seq.) and the Guidelines as issued by the California Department of Housing and Community Development, the property must be formally declared as "surplus" and "not necessary" for the City's use prior to any sale or lease of the surplus properties; and

WHEREAS, in accordance with the Surplus Land Act, the surplus property shall be subject to the Notice of Availability process prior to accepting offers for the sale of the property.

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

Section 1. The City of Rocklin hereby finds the above recitals to be true and correct findings of fact in support of the City's declaration of the property located at 5240 Front Street, Rocklin, California, Assessor Parcel Number 010-144-003, as surplus land and not necessary for the City's use.

Section 2. The City of Rocklin hereby declares the property located at 5240 Front Street, Rocklin, California, Assessor's Parcel Number 010-144-003, as depicted in Exhibit "A", attached hereto and incorporated herein, to be surplus land and not necessary for the City's use, in accordance with the Surplus Land Act (California Government code Section 54220 et seq.)

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

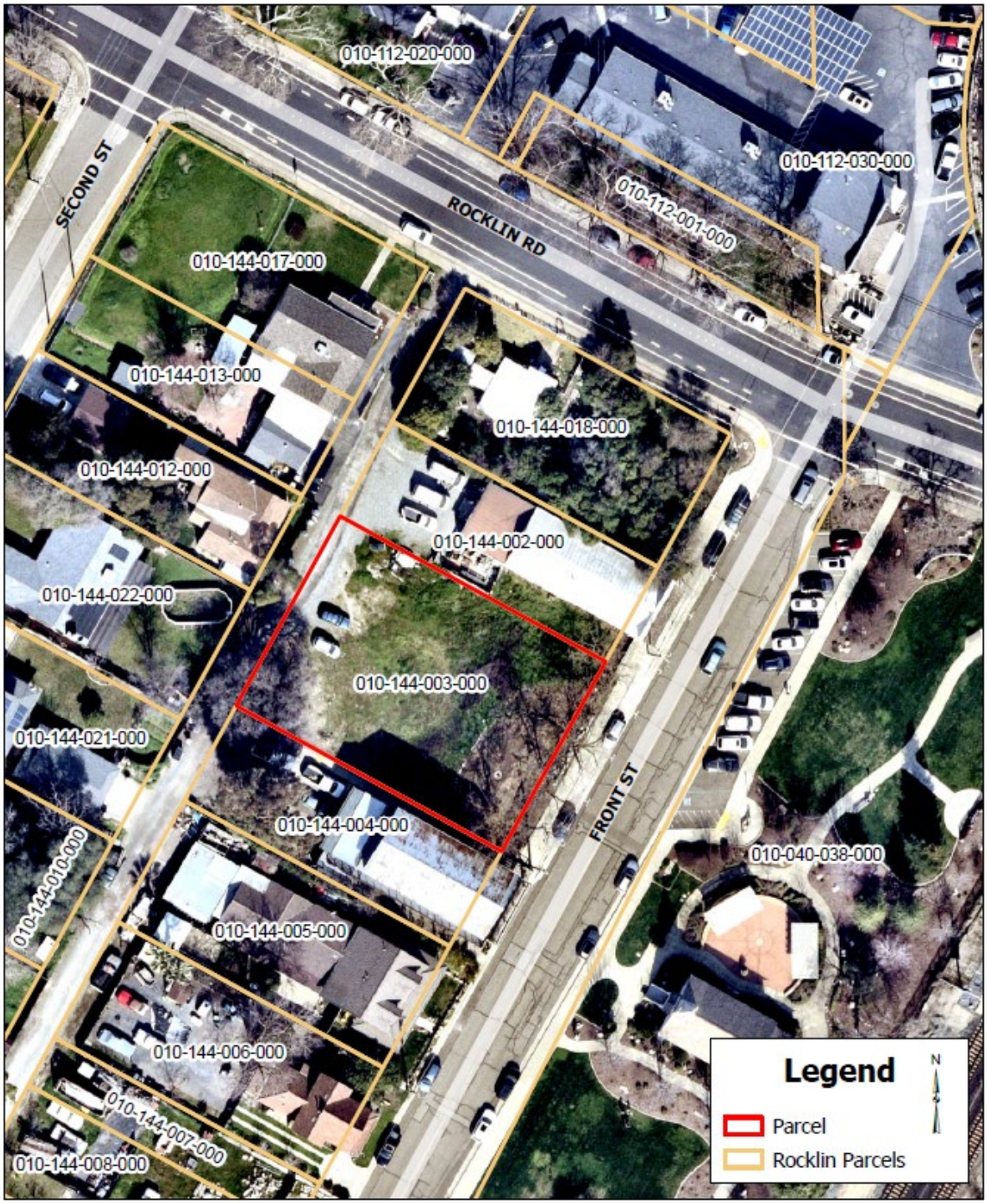
AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Map of Surplus Property



RESOLUTION NO. 2015-189

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE CITY ATTORNEY TO COMPLETE ANY RELATED MATTERS NECESSARY TO PURCHASE THE NIPPERT FRONT STREET PROPERTY, APN 010-144-003

WHEREAS, City staff has negotiated a purchase and sale agreement to purchase Nippert Front Street Property APN 010-144-003 for purposes of creating the Front Street Plaza;

WHEREAS, section 65402 of the Government Code requires certain acquisitions for public purposes to be submitted to and reported upon by the planning commission as to the proposed property acquisitions conformity with the adopted general plan; and,

WHEREAS, the City of Rocklin Planning Commission approved the report as to the proposed property acquisitions conformity with the adopted general plan on July 7, 2015, pursuant to Planning Commission Resolution 2015-46 consistent with the requirements of section 65402;

WHEREAS, the City Council approved Resolution 2015-188 on July 14, 2015 approving a Notice of Exemption pursuant to the California Environmental Quality Act for the proposed property acquisition;

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

Section 1. The City Council authorizes and hereby approves and directs the City Manager to execute the Purchase and Sale Agreement between the City of Rocklin and Paul Nippert for the City of Rocklin to acquire the Nippert Front Street Property APNs 010-144-003 attached hereto as Exhibit 1.

Section 2. The City Council hereby directs and authorizes the City Attorney to appear on behalf of the City, and cause to be completed all legal matters or actions, and all other matters necessary, for Paul Nippert to transfer the property to the City consistent with the Purchase and Sale Agreement.

Section 3. Upon satisfaction of all terms and conditions of the Purchase and Sale Agreement and any other requirements, the City of Rocklin hereby accepts the Grant Deeds for the Nippert Front Street Property APN 010-144-003 and authorizes the City Manager to execute a Certificate of Acceptance for said Grant Deeds.

Section 4. The City Clerk is directed to record or have recorded the Grant Deeds, and all necessary and related documents, in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 14th day of July, 2015, by the following vote:

AYES:	Councilmembers:	Ruslin, Janda, Yuill, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Butler
ABSTAIN:	Councilmembers:	None

George Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT 1

PURCHASE AND SALE AGREEMENT
CITY OF ROCKLIN AND
PAUL NIPPERT
(Nippert Front Street Property)

This Agreement of Purchase and Sale ("Agreement"), entered into on July 14, 2015, by and between the City of Rocklin, a municipal corporation ("City") and Nippert Painting Co., Inc. Corporate Defined Benefit Pension Trust ("Seller").

RECITALS

A. Seller is the owner of approximately 14,000 square feet of real property, which includes all of the real property identified as Assessor's Parcel Number 010-144-003, in the City of Rocklin, County of Placer, California, which is located on Front Street, Rocklin, California, which is legally described in **Exhibit A**, and as further depicted in **Exhibit B**, and the related improvements and appurtenances ("Property").

B. City desires to purchase the Property from Seller, and Seller desires to sell and convey the Property and all rights appurtenant thereto, on the terms and conditions in this Agreement.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. **Purchase and Sale.**

Subject to all of the terms and conditions set forth in this Agreement, Seller shall sell to City, and City shall purchase from Seller, a fee simple interest in and to the Property, inclusive of any and all improvements and fixtures now or hereafter thereon, water, air and mineral rights and interests, rights, privileges and easements appurtenant thereto.

Section 2. **Purchase Price.**

A. Seller shall convey the Property by Grant Deed to City for valuable consideration in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "Purchase Price"). On or before the Closing Date, City shall deposit with Escrow Agent $34,000 in cash or in

immediately available funds. City agrees to deliver to Seller through Escrow at Closing City's promissory note secured by a deed of trust in favor of Seller in the principal amount of $66,000.00, payable as set forth below in subpart B. The Seller Financed Amount will be credited against the Purchase Price on the Closing Date. The forms of promissory note and deed of trust to be delivered by City at Closing will be submitted to Seller no later than 30 days prior to the Closing Date for Seller's review and approval.

B. On or before the 1st Anniversary of the Closing Date, and on the subsequent Anniversary of the Closing Date until the entire purchase price is paid in full, the City shall make an annual payment of $33,000. The Property shall revert back to the Seller should the City fail to make a payment when due, but only if Seller sends written notice to City of nonpayment and City fails to make the payment due within 30 days of receipt of the written notice of nonpayment.

C. Upon any subsequent sale or transfer of the Property by the City to a third party, the Promissory Note shall be paid in full prior to or concurrent with the subsequent sale or transfer of the property.

Section 3. Deposit.

Within 30 days of the execution of this Agreement by both parties, the sum of Fifteen Thousand and 00/100 Dollars ($15,000) ("Deposit") shall be paid by City to Escrow Holder. In the event this Agreement is terminated for any reason, the Deposit shall be refunded to City by Escrow Holder. The return of the Deposit to City shall not waive any other rights City may have against Seller.

Section 4. Fair Market Value; Just Compensation

The purchase price has been determined by the City and Seller to be fair market value and just compensation for the property, and is based on an appraisal prepared for the City by Stephen Harrington Company, dated August 12, 2014.

Section 5. No Marketing.

Seller agrees not to market, show, or list the Property to any other prospective buyer during the term of this Agreement.

Section 6. Escrow.

6.A. This sale shall be consummated through an escrow established with Placer Title Company, 5828 Lone Tree Blvd, Suite200, Rocklin, CA 95765, Telephone (916), 624-8141 ("Escrow Holder") or such other qualified title and escrow company mutually agreed upon by the parties.

6.B. City and Seller shall promptly, upon request, execute escrow instructions prepared by Escrow Holder which shall incorporate the terms of and be consistent with this Agreement, and be in form and substance reasonably satisfactory to City and Seller. Each party shall provide the Escrow Holder with such other information, documents, and instruments as the Escrow Holder may reasonably require to enable it to close the transaction on the Closing Date. All monies deposited in escrow shall be disbursed consistent with the rights of any holders of beneficial interest in the Property, as determined by the escrow officer. If there is any inconsistency between the terms of this Agreement and the escrow instructions, the terms of this Agreement shall prevail and control.

Section 7. **Close of Escrow.** The closing date for escrow ("Closing Date") shall be no later than August 30, 2015, unless this Agreement is terminated due to defects in the Property which are neither remedied nor waived under the terms of Section 9 below. Escrow shall be considered closed when the Grant Deed to the Property is recorded. On the Closing Date the funds deposited with Escrow Holder by City shall be credited against the Purchase Price and paid to Seller through Escrow Holder. Prior to closing, Seller shall deliver to Escrow Holder the Grant Deed, in a form satisfactory to the City Attorney of City conveying Property to City. All amounts due by the parties pursuant to Sections 10 and 11 of this Agreement shall be paid at Closing. On close of escrow, title to the Property and all improvements shall vest in the City of Rocklin, a municipal corporation.

Section 8. **Conveyance of Title; Title Insurance**.

8.A. Seller shall by Grant Deed convey the Property to City as a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, leases, real property taxes, and assessments, except as expressly approved by City under Section 9, below.

8.B. City shall procure a standard California Land Title Association Standard Policy of title insurance, dated as of close of escrow, in the amount of the Purchase Price as identified in Section 2 above, and to be issued by Placer Title Company showing title vested in the City of Rocklin, a municipal corporation, and showing as exceptions to title only current real property taxes, not yet delinquent, and any other exceptions expressly approved by City under Section 9, below.

Section 9. **Conditions for City's Benefit Only**.

City's obligation to perform this Agreement is subject to the satisfaction of the following conditions, which are for City's benefit only.

9.A. **Condition of Title.**

1. City's obligation to purchase the Property under this Agreement is subject to Old Republic Title Company's ability to issue its standard California Land Title Association Owner's Policy of title insurance, dated as of the Closing Date, on its usual form, with liability not less than

the Purchase Price, covering the Property, showing title vested in City, subject only to the exceptions to title which City expressly approves in writing and the following: a lien for current real property taxes, not yet delinquent, and any Permitted Exceptions shown on the Preliminary Title Report pursuant to Paragraph 2 immediately below.

2. Seller shall assist City in obtaining a Preliminary Title Report for the Property ("Preliminary Title Report"). Within 10 days of receipt of the Preliminary Title Report by City, City shall provide written notice to Seller of any objection to any exception. Within ten (10) days after receipt of City's objections to the Preliminary Title Report, if any, Seller shall notify City in writing whether Seller agrees to remove all other exceptions to title ("Unpermitted Exceptions") prior to close of escrow. If Seller does not agree to remove all Unpermitted Exceptions, City, at its option, may either accept any Unpermitted Exception or, by written notice to Seller and Escrow Holder within ten (10) days of receipt of notice from Seller of its decision regarding Unpermitted Exceptions, terminate this Agreement and the rights and obligations of the parties hereunder, and the Escrow Holder shall immediately return to City the Deposit made by City. Failure to terminate this Agreement as set out herein shall be deemed to be acceptance by City of the Unpermitted Exceptions which shall then become Permitted Exceptions. The costs associated with removing any exceptions to title which Seller agrees to remove shall be borne by Seller.

Section 10. **Closing Costs**. City and Seller shall each pay all attorneys' fees and costs incurred by such party in connection with negotiation, execution, delivery and performance of this Agreement by such party. Seller will pay all costs associated with removing any debt encumbering the Property. The cost of the Title Policy issued at Closing shall be paid by City, and City shall pay all other closing, escrow costs and fees, documentary transfer taxes, if any (Revenue & Taxation Code section 11922 waiver applies to City), and recording fees, if any (Government Code section 27383 waiver applies to City) due at Closing.

Section 11. **Proration of Taxes and Assessments.** Real and personal property taxes, assessments, and interest thereon, shall be prorated as of the Closing Date on the basis of a thirty (30) day month. All taxes and assessments applicable to the period prior to Closing shall be paid by Seller. City shall be responsible for paying and/or applying for any applicable exemptions relating to any taxes and/or assessments applicable to the period after the Closing.

Section 12. **Warranties, Representations, And Covenants Of Seller.**

Seller hereby warrants, represents, and/or covenants to City as of the date Seller has signed this Agreement, that:

A. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

B. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or

instrument to which Seller's property may be bound.

C. Seller has received no notification or communication of any kind from any public entity or regulatory body, or third parties, which would indicate there are any environmental problems on, in, or under or about the Property or any notification or communication of any kind concerning pending or threatened proceedings or potential actions regarding the condition of the Property as specifically relates to environmental health and safety laws or regulations.

D. Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of Closing, immediately give written notice of such fact or condition to City.

E. Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).

Section 13. **Representations and Warranties of City.**

City hereby warrants, represents, and/or covenants to Seller that:

A. City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations hereunder, and to consummate the transaction contemplated hereby.

B. All requisite action has been taken by City in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

C. The individuals executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms and conditions hereof and thereof.

D. There is no litigation pending or, to City's actual knowledge, threatened, against City or any basis therefor that might materially and detrimentally affect the ability of City to perform its obligations under this Agreement. City is not now the subject of any proceeding under the federal Bankruptcy Code or under any applicable state bankruptcy, debtor protection or insolvency statute.

Section 15. **Notices.** All notices to be given under this Agreement shall be in writing in the manner set forth below, addressed to the party to be served at the addresses set forth below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given four business days after it is deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not

including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email message shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., Pacific Time, on business days, and (ii) the sending party sends a hard copy of the original transmitted document(s) not later than the first (1st) business day following such transmission, by one of the methods described in subsections (a), (b) or (c) above.

Seller:	Paul and Elizabeth Nippert Nippert Painting Co., Inc. Corporate Defined Benefit Pension Trust 3560 Alpine Lane Loomis, CA 95650
City:	Rick Horst, City Manager City of Rocklin 3970 Rocklin Road Rocklin, CA 95677 Fax: (916) 625-5195 Email: ricky.horst@rocklin.ca.us
With Copy to:	Russell A. Hildebrand, City Attorney City of Rocklin 3970 Rocklin Road Rocklin, CA 95677 russell.hildebrand@rocklin.ca.us

Section 16. Possession. The City shall have the right of possession and use of the Property commencing on the date that this Agreement is executed by both parties. If the Property subsequently is not acquired by City for any reason, City shall restore the Property to the condition existing at the time this Agreement was executed, unless otherwise agreed to by the parties.

Section 17. Attorney Fees; Litigation Costs. If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. 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.

Section 18. **Time of the Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.

Section 19. **Construction; Severability.** The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. Except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such time for performance will be extended to the next business day. "Business Days" means days other than Non-Business Days. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

Section 20. **Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

Section 21. **Interpretation**. Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Section 22. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

Section 23. **Waivers.** No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. 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.

Section 24. **No Merger.** All covenants of City or Seller which are intended hereunder to be performed in whole or in part after the Close of Escrow, and all warranties and representations and indemnities in this Agreement will survive the Closing and will not merge in any instrument conveying title to City, subject to any limitation on the period of time of such survival specified herein, and inure to the benefit of and be binding on the parties' respective successors and assigns.

Section 25. **Full Consideration**. Seller expressly agrees that the consideration provided to Seller by City under this Agreement is the full amount of consideration to be paid by City for acquisition of the Property. By execution of this Agreement and acceptance of this consideration, Seller expressly agrees that this consideration fully satisfies all City's legal obligations to pay just compensation for the Property, and Seller releases City from any and all claims Seller may have against City for compensation.

Section 26. **Incorporation of Exhibits.** All attached exhibits are incorporated in this Agreement by reference.

Section 27. **Authority of Parties.** All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

Section 28. **Further Documents and Acts**. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement, and this Section 28 shall survive the Close of Escrow.

Section 29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and City.

Section 30. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

The parties have executed this Agreement as of the dates written below.

City: CITY OF ROCKLIN, a municipal corporation

By: _____
Ricky A. Horst, City Manager

Dated: July 14, 2015

Seller: Nippert Painting Co., Inc. Corporate Defined Benefit Pension Trust

By: Paul Nippert, Trustee

Paul C Nippert, trustee

Dated: June 24, 2015, 2015

By: Elizabeth Nippert, Trustee

Elizabeth Nippert, trustee

Dated: June 24, 2015

Approved as to Form:

Russell A. Hildebrand, City Attorney
City of Rocklin

Exhibits

Exhibit A – Legal Description of Property
Exhibit B – Map of Property

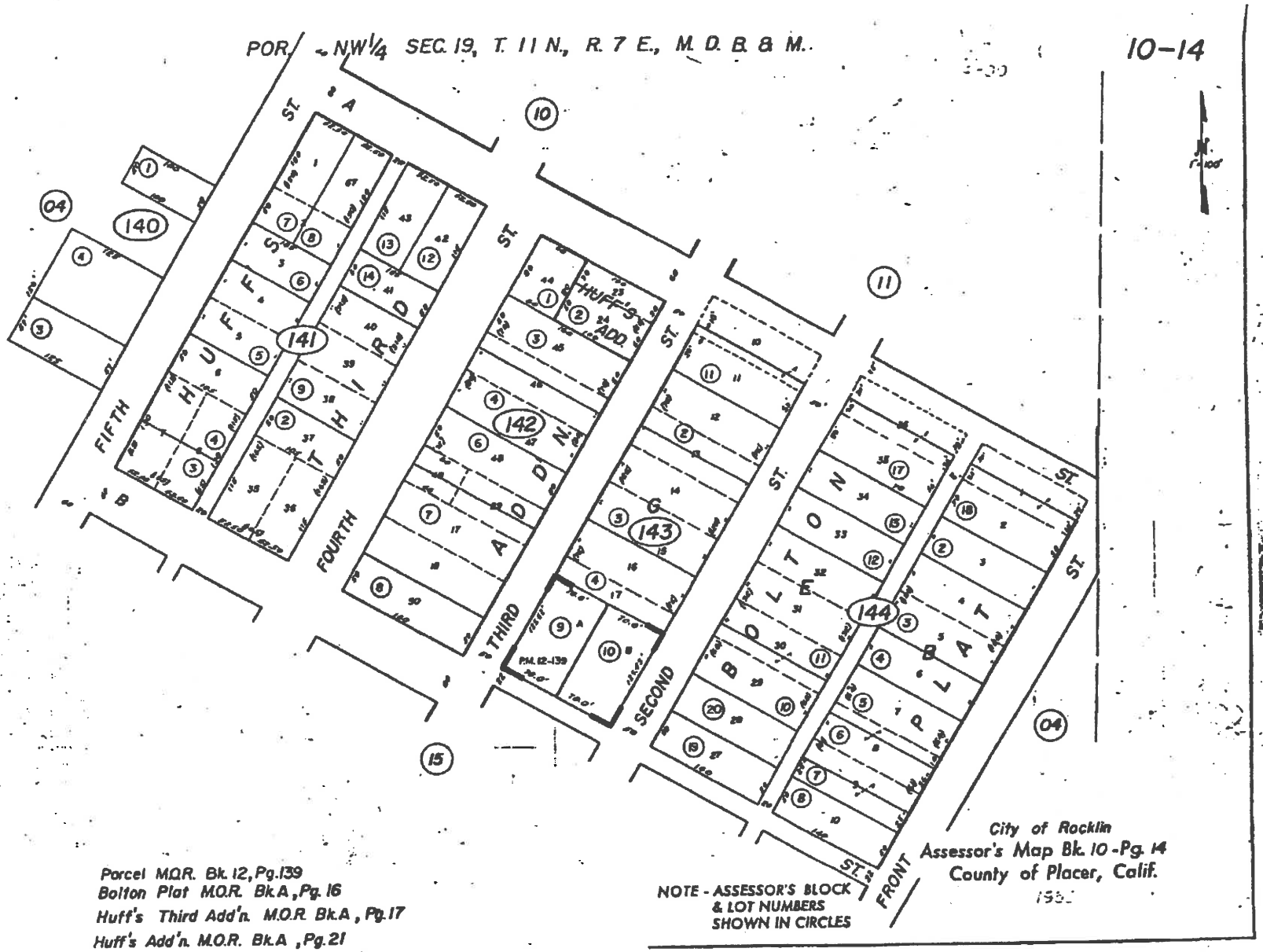
Order No. 106-11476

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROCKLIN, AND IS DESCRIBED AS FOLLOWS:

LOTS 4 AND 5 IN BLOCK "B" OF "BOLTON PLAT", AS PER MAP FILED IN BOOK "A" OF MAPS, PAGE 16, PLACER COUNTY RECORDS.

APN: 010-144-003



Important: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Personnel Updates

Date: August 13, 2024

Submitted By: Tameka Usher, Director of Administrative Services

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Position Reallocation, Retitle, and Related Salary Range Changes, and Updated Salary Schedule.

Background:
Title 2 of the California Code of Regulations, section 570.5 requires the City's salary schedules to be adopted at a public meeting.

Recently, Human Resources (HR) staff conducted a compaction analysis of management classifications in the Community Development Department. The analysis included a comparison of the base salary percentage differentials between the Director of Community Development, City Engineer/Deputy Director of Community Development, Manager of Planning Services, and Principal Planner. The analysis concluded the following:

- 2.5% salary differential between the Manager of Planning Services and Principal Planner, which is the highest-level subordinate classification to the Principal Planner.

Despite the difference in the classifications' duties and responsibilities, the salary is highly compacted. As a result of the compaction analysis and to prevent similar compaction issues with the Director of Community Development and City Engineer/Deputy Director of Community Development salaries, staff recommends the following changes:

- Director of Community Development
  - The salary range be increased from salary range 32 to salary range 34.
- City Engineer/Deputy Director of Community Development
  - The salary range be increased from salary range 27 to salary range 29.
- Manager of Planning Services
  - The salary range be increased from salary range 19 to salary range 23.
  - In addition to a salary range change, HR recommends changing the title from Manager of Planning Services to Planning Manager to better reflect industry titling.
    - Reallocate 1.0 FTE Planning Services Manager allocation to Planning

Manager in the Community Development Department.

- Management Salary Schedule:
  - Delete the Manager of Planning Services and add Planning Manager.

Fiscal Impact:

The fiscal impact from the staff recommendation is a total of approximately $50,000 for the three affected positions; however this is no anticipated impact in the Fiscal Year 2024/25 Operating Budget due to available salary savings.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Management Salary Schedule

RESOLUTION NO. 2024-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE POSITION REALLOCATION, RETITLE, AND RELATED SALARY RANGE CHANGES AND UPDATED SALARY SCHEDULE

WHEREAS, a compaction analysis of management classifications in the Community Development Department was recently conducted; and

WHEREAS, staff recommends that the salary range for the Director of Community Development be changed from salary range 32 to salary range 34; and

WHEREAS, staff recommends that the salary range for the City Engineer/Deputy Director of Community Development be changed from salary range 27 to salary range 29; and

WHEREAS, staff recommends the Manager of Planning Services be retitled to Planning Manager and the salary range be changed from salary range 19 to salary range 23; and

WHEREAS, the recommended changes require an update to the Management Salary Schedules.

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

Section 1. Effective, August 24, 2024, the title of the position of Manager of Planning Services is retitled to Planning Manager.

Section 2. Effective, August 24, 2024, the updated Management Salary Schedule, attached hereto as Exhibit “A”, is adopted.

PASSED AND ADOPTED this 13h day of August, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE
(Annual Salary)
Effective August 13, 2024

Classification	Range	1	2	3	4	5	6	7	8	9	10
Associate Management Analyst	5	$ 76,313	$ 78,984	$ 81,748	$ 84,610	$ 87,571	$ 90,636	$ 93,808	$ 97,091	$ 100,490	$ 104,007
Payroll Administrator	6	78,221	80,959	83,792	86,725	89,760	92,902	96,153	99,519	103,002	106,607
Code Enforcement Program Manager Management Analyst Manager of Police Records and Communications	15	97,687	101,106	104,645	108,307	112,098	116,022	120,082	124,285	128,635	133,137
Principal Information Technology Analyst	16	100,129	103,634	107,261	111,015	114,901	118,922	123,084	127,392	131,851	136,466
Parks and Recreation Manager Public Works Manager	17	102,632	106,225	109,942	113,790	117,773	121,895	126,162	130,577	135,147	139,878
City Clerk Manager of Building Services Principal Planner Senior Engineer Senior Management Analyst	18	105,198	108,880	112,691	116,635	120,717	124,943	129,316	133,842	138,526	143,374
Principal Management Analyst	20	110,524	114,392	118,396	122,540	126,829	131,268	135,862	140,617	145,539	150,633
Information Technology Manager	22	116,119	120,183	124,390	128,743	133,249	137,913	142,740	147,736	152,907	158,259
Chief Building Official Planning Manager	23	119,022	123,188	127,500	131,962	136,581	141,361	146,309	151,429	156,730	162,215
Deputy Director of Administrative Services	26	128,174	132,660	137,303	142,109	147,082	152,230	157,558	163,073	168,781	174,688
City Engineer/Deputy Director of Community Development	29	138,029	142,860	147,860	153,036	158,392	163,935	169,673	175,612	181,758	188,120
Deputy Fire Chief Assistant City Attorney	31	145,017	150,093	155,346	160,783	166,410	172,235	178,263	184,502	190,960	197,643
Director of Parks and Recreation	32	148,642	153,845	159,229	164,803	170,571	176,541	182,719	189,115	195,734	202,584
Director of Public Works Director of Community Development	34	156,167	161,633	167,290	173,146	179,206	185,478	191,970	198,689	205,643	212,840
Police Captain	35	160,072	165,674	171,473	177,474	183,686	190,115	196,769	203,656	210,784	218,161

Classification	Range	1	2	3	4	5	6	7	8	9	10
Director of Administrative Services	36	164,073	169,816	175,760	181,911	188,278	194,868	201,688	208,747	216,053	223,615
Assistant City Manager	38	172,380	178,413	184,657	191,120	197,810	204,733	211,899	219,315	226,991	234,936
Fire Chief Police Chief	40	181,106	187,445	194,006	200,796	207,824	215,098	222,626	230,418	238,482	246,829

	Salary	Resolution No.	Date Adopted
City Attorney	230,625	2024-158	06/25/2024
City Manager	268,632	2024-158	06/25/2024

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Community Development Department Quarterly Building Report

Date: August 13, 2024

Submitted By: David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Receive the Quarterly Building Report for the Quarter which ended June 30, 2024.

ATTACHMENTS:
1. Community Development Department Quarterly Building Report - April through June 2024

CITY OF ROCKLIN

Community Development Department

Building Division

MONTHLY BUILDING REPORTS

ROCKLIN
CALIFORNIA

April – June 2024

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 4/1/2024 and 4/30/2024

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**8**	**$960,076.00**	**$35,916.32**
ALTERATIONS	1	$257,059.00	$6,825.82
OTHER	1	$24,000.00	$1,345.14
ROOFING	2	$312,070.00	$9,353.37
TENANT IMPROVEMENT	4	$366,947.00	$18,391.99
DEMOLITION	**1**	**$20,000.00**	**$683.50**
RES 1 2 FAMILY	1	$20,000.00	$683.50
ELECTRICAL	**58**	**$1,347,157.88**	**$45,526.95**
ELECTRICAL PANEL-RES	4	$17,820.00	$1,294.00
ESS-RES	3	$51,333.00	$1,754.50
EVCS - RES	12	$13,007.00	$4,144.00
OTHER	1	$1,750.00	$323.50
PHOTOVOLTAIC-RES	9	$150,642.79	$4,039.85
PV/ESS-RES	29	$1,112,605.09	$33,971.10
MECHANICAL	**14**	**$245,458.00**	**$4,675.80**
HVAC-COM	1	$10,000.00	$326.30
HVAC-RES	13	$235,458.00	$4,349.50
MISCELLANEOUS	**1**	**$18,000.00**	**$465.50**
ELEC/MECH/PLUM-RES	1	$18,000.00	$465.50
PERMIT REISSUE	**1**	**$107,690.00**	**$368.00**
Unassigned	1	$107,690.00	$368.00
PLUMBING	**7**	**$34,745.00**	**$2,369.50**
OTHER	3	$24,848.00	$1,075.50
WATER HEATER-RES	4	$9,897.00	$1,294.00
POOL	**15**	**$894,063.83**	**$15,651.50**
POOL	8	$528,934.59	$8,447.77
POOL/SPA	7	$365,129.24	$7,203.73
RES 1 2 FAMILY ALTER	**33**	**$1,004,375.68**	**$30,828.38**
ADDITION	1	$60,000.00	$2,608.05
ALTERATIONS	9	$322,327.00	$9,147.14
DWELLING	1	$68,687.52	$2,902.22
OTHER	11	$405,371.16	$11,014.00
ROOFING	8	$118,690.00	$3,578.32
SIDING	3	$29,300.00	$1,578.65
RES 1 2 FAMILY NEW	**18**	**$4,325,406.43**	**$329,108.10**
DETACHED GARAGE	1	$26,743.60	$1,174.23
DWELLING	11	$4,198,445.33	$322,714.87
OTHER	1	$24,700.00	$839.96
PATIO COVER	5	$75,517.50	$4,379.04
SIGN	**2**	**$11,100.00**	**$1,495.00**
BLDG PLANNING PERMIT	2	$11,100.00	$1,495.00

WEB RES HVAC	**32**	**$563,201.85**	**$10,356.00**
Unassigned	32	$563,201.85	$10,356.00
WEB RES WATER HEATER	**16**	**$42,768.00**	**$5,176.00**
Unassigned	16	$42,768.00	$5,176.00
Totals:	**206**	**$9,574,042.67**	**$482,620.55**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 5/1/2024 and 5/31/2024

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**7**	**$286,655.31**	**$11,528.91**
ALTERATIONS	3	$69,309.00	$7,200.16
OTHER	2	$71,124.00	$1,904.12
ROOFING	2	$146,222.31	$2,424.63
COMMERCIAL NEW	**1**	**$115,997.50**	**$3,257.74**
OTHER	1	$115,997.50	$3,257.74
COMPRESSED GAS	**1**	**$2,380.95**	**$849.00**
Unassigned	1	$2,380.95	$849.00
DEMOLITION	**1**	**$14,500.00**	**$485.82**
OTHER	1	$14,500.00	$485.82
ELECTRICAL	**67**	**$1,789,588.70**	**$57,467.84**
ELECTRICAL PANEL-RES	8	$38,400.00	$2,588.00
ESS-RES	2	$22,505.00	$1,254.20
EVCS - RES	10	$16,616.48	$3,377.00
OTHER	3	$63,025.00	$1,953.70
PHOTOVOLTAIC-COM	1	$161,040.00	$1,234.00
PHOTOVOLTAIC-RES	5	$55,314.00	$2,315.60
PV/ESS-RES	38	$1,432,688.22	$44,745.34
MECHANICAL	**20**	**$376,401.84**	$7,071.70
HVAC-COM	3	$81,786.00	$1,131.00
HVAC-RES	17	$294,615.84	$5,940.70
MISCELLANEOUS	1	$7,000.00	$918.44
ELEC/MECH/PLUM-COM	1	$7,000.00	$918.44
MULTI FAMILY ALTER	**1**	**$150,000.00**	**$4,409.29**
OTHER	1	$150,000.00	$4,409.29
PERMIT REISSUE	**2**	**$111,258.40**	$787.60
Unassigned	2	$111,258.40	$787.60
PLUMBING	**7**	**$141,135.16**	**$2,348.98**
OTHER	2	$32,926.16	$728.48
WATER HEATER-RES	5	$108,209.00	$1,620.50
POOL	**10**	**$926,224.00**	**$12,153.18**
POOL	3	$199,537.00	$3,305.40
POOL/SPA	7	$726,687.00	$8,847.78
RES 1 2 FAMILY ALTER	**42**	**$1,095,672.47**	**$32,368.89**
ALTERATIONS	12	$541,063.00	$16,518.93
OTHER	14	$220,481.00	$8,494.17
ROOFING	14	$289,558.47	$6,143.00
SIDING	2	$44,570.00	$1,212.79
RES 1 2 FAMILY NEW	**40**	**$10,239,294.59**	**$1,011,074.29**
DETACHED GARAGE	1	$28,389.36	$1,457.76
DWELLING	31	$10,134,378.83	$1,003,897.95

PATIO COVER	8	$76,526.40	$5,718.58
SIGN	**3**	**$9,200.00**	**$2,347.50**
BLDG PLANNING PERMIT	3	$9,200.00	$2,347.50
WEB RES HVAC	**69**	**$1,044,137.61**	**$22,324.50**
Unassigned	69	$1,044,137.61	$22,324.50
WEB RES WATER HEATER	**12**	**$33,410.06**	**$3,882.00**
Unassigned	12	$33,410.06	$3,882.00
Totals:	**284**	**$16,342,856.59**	**$1,173,275.68**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 6/1/2024 and 6/30/2024

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**4**	**$885,184.00**	**$18,540.80**
ALTERATIONS	1	$125,000.00	$3,575.46
ROOFING	2	$485,184.00	$4,774.16
TENANT IMPROVEMENT	1	$275,000.00	$10,191.18
COMMERCIAL NEW	**1**	**$400,000.00**	**$82,016.62**
BUILDING	1	$400,000.00	$82,016.62
DEMOLITION	1	$10,000.00	$444.50
RES 1 2 FAMILY	1	$10,000.00	$444.50
ELECTRICAL	**45**	**$907,989.00**	**$31,031.81**
ELECTRICAL PANEL-RES	7	$26,618.00	$2,453.50
ESS-RES	1	$16,000.00	$1,161.39
EVCS - RES	10	$16,727.00	$3,235.00
OTHER	4	$13,519.00	$1,022.10
PHOTOVOLTAIC-COM	1	$89,450.00	$366.32
PHOTOVOLTAIC-RES	4	$71,382.00	$1,851.60
PV/ESS-RES	18	$674,293.00	$20,941.90
MECHANICAL	**26**	**$565,352.82**	**$8,666.59**
HVAC-COM	2	$85,680.00	$672.99
HVAC-RES	24	$479,672.82	$7,993.60
MISCELLANEOUS	**2**	**$40,400.00**	**$1,325.36**
ELEC/MECH/PLUM-COM	1	$40,000.00	$859.86
ELEC/MECH/PLUM-RES	1	$400.00	$465.50
PERMIT REISSUE	**1**	**$23,277.00**	**$368.00**
Unassigned	1	$23,277.00	$368.00
PLUMBING	**7**	**$47,803.00**	**$2,556.50**
OTHER	2	$24,300.00	$789.00
SOLAR PANELS-RES	1	$6,880.00	$323.50
WATER HEATER-COM	1	$6,220.00	$323.50
WATER HEATER-RES	3	$10,403.00	$1,120.50
POOL	**6**	**$613,390.00**	**$7,094.73**
POOL	3	$240,000.00	$3,537.70
POOL/SPA	3	$373,390.00	$3,557.03
RES 1 2 FAMILY ALTER	**47**	**$1,065,303.53**	**$33,919.60**
ALTERATIONS	14	$475,124.10	$17,905.14
OTHER	17	$223,497.43	$8,016.66
ROOFING	15	$298,682.00	$6,482.50
SIDING	1	$68,000.00	$1,515.30
RES 1 2 FAMILY NEW	**23**	**$3,763,157.31**	**$401,956.83**
ACCESSORY BUILDING	1	$60,000.00	$2,358.62
DWELLING	13	$3,569,846.91	$391,676.73
PATIO COVER	9	$133,310.40	$7,921.48

SIGN	**4**	**$25,750.00**	**$3,157.12**
BLDG PLANNING PERMIT	4	$25,750.00	$3,157.12
WEB RES HVAC	**70**	**$1,156,451.47**	**$22,653.00**
Unassigned	70	$1,156,451.47	$22,653.00
WEB RES WATER HEATER	**9**	**$36,632.00**	**$2,911.50**
Unassigned	9	$36,632.00	$2,911.50
Totals:	**246**	**$9,540,690.13**	**$616,642.96**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Engineer - Interim Authorization

Date: August 13, 2024

Submitted By: Lynn Toth, Associate Civil Engineer
David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Larry M. Wing, Senior Engineer, to Sign Improvement Plans and Notices of Completion on behalf of the City Engineer.

Background:
The incumbent City Engineer resigned from his employment with the City, effective July 26, 2024, and a recruitment is current underway to fill the position.

The Subdivision Map Act (California Government Code Section 66499.7(j)) states "The legislative body may authorize any of its public officers or employees to authorize release or reduction of the security in accordance with the conditions hereinabove set forth and in accordance with any rules that it may prescribe."

To maintain continuity of City services until such time that a new City Engineer is hired, staff recommends the interim authorization of Larry Wing, Senior Engineer, as a City employee who is authorized to approve Improvement Plans and Notices of Completion and releasing security for construction improvements completed within the City is desired on an interim basis.

Mr. Wing has been a licensed Professional Engineer since 1978 and meets the qualifications to perform these services.

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

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN AUTHORIZING LARRY M. WING, SENIOR ENGINEER,
TO SIGN IMPROVEMENT PLANS AND NOTICES OF COMPLETION
ON BEHALF OF THE CITY ENGINEER

WHEREAS, the position of City Engineer is currently vacant; and

WHEREAS, the City Council desires to temporarily authorize a City employee to sign Improvement Plans and Notices of Completion, until a permanent City Engineer is selected and assumes that office; and

WHEREAS, pursuant to Government Code Section 66499.7(j), the legislative body may authorize any of its public officers or employees to authorize the release or reduction of the security for said improvements;

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

Section 1. Larry M. Wing is hereby authorized to sign Improvement Plans and Notices of Completion.

PASSED AND ADOPTED this 13th day of August, 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: West Oaks Townhomes Public Improvements Notice of Completion

Date: August 13, 2024

Submitted By: Lynn Toth, Associate Civil Engineer
David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as West Oaks Townhomes Public Improvements (SD2017-0013), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

Background:
The tentative subdivision map for West Oaks Townhomes (SD2017-0013) was approved by the City Council on November 13, 2018 (per Resolution No. 2018-296). On May 12, 2020, the City Council approved the Final Map for West Oaks Townhomes (recorded in Book FF of Maps, at Page 14 in the Office of the Recorder of Placer County) and authorized the execution of a Subdivision Improvement Agreement (per Resolution No. 2020-85). The agreement required the developer, THE RESIDENCES AT WEST OAKS, LLC, to construct certain improvements within City right of way on West Oaks Boulevard as shown in Exhibit "A" of the Notice of Completion.

The City's Engineering Division has completed final inspections and found the work to be complete and in accordance with the plans and specifications. The project is now ready for acceptance. City Council approval of the resolution (Attachment 1), and subsequent recordation of the Notice of Completion, will allow the City to begin maintenance of the improvements within West Oaks Boulevard.

Fiscal Impact:
There is no direct fiscal impact from the staff recommendation. The improvements will be maintained by the City, funded through Community Facilities District No. 5.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - Notice of Completion
3. Vicinity Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN
AS WEST OAKS TOWNHOMES PUBLIC IMPROVEMENTS (SD2017-0013),
APPROVING THE NOTICE OF COMPLETION,
AND AUTHORIZING AND DIRECTING THE SENIOR ENGINEER
TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY

WHEREAS, the West Oaks Townhomes project installed public utilities and improvements within the City right of way within West Oaks Boulevard; and

WHEREAS, the City's Engineering Division deems the work complete in accordance with the plans and specifications, and ready for acceptance.

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

Section 1. The Notice of Completion on file in the City Clerk's Office relative to that public work known as West Oaks Townhomes Public Improvements (SD2017-0013), attached hereto and incorporated herein as Exhibit "1" is approved and the public work accepted.

Section 2. The Senior Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Rocklin.

PASSED AND ADOPTED this 13th day of August, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit “1”
Notice of Completion

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

No Fee Per Gov't Code § 27383
No Documentary Transfer Tax -$0-
Per Rev & Tax Code § 11922

NOTICE OF COMPLETION

On November 13, 2018, the City Council of the City of Rocklin, located at 3970 Rocklin Road, Rocklin, California, approved the West Oaks Townhomes Tentative Subdivision Map (City Council Resolution No. 2018-296) and a condition of said map was the construction of public improvements. The final site improvement plans included the final layout for the public improvements were approved by the City Engineer on June 25, 2020. The Final Map of the West Oaks Townhomes Subdivision was approved by Resolution No. 2020-85 of the City Council of the City of Rocklin and was recorded with the County Recorder of Placer County in Book FF of Maps, at Page 14.

NOTICE IS HEREBY GIVEN that the public work known as West Oaks Townhomes Subdivision Improvements (SD2017-0013) is complete. The location of said public work (improvements within West Oaks Boulevard City of Rocklin right-of-way) is indicated on the map attached hereto as Exhibit "A" and incorporated herein by this reference. The developer of said project was THE RESIDENCES AT WEST OAKS, LLC. The surety on said project was Harco National Insurance Company. The date of completion was July 31, 2024.

I, Larry M. Wing, being first duly sworn, depose and say: I am the Senior Engineer of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice of Completion. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

ATTEST:

_____

Āvinta Singh, City Clerk

City of Rocklin

_____

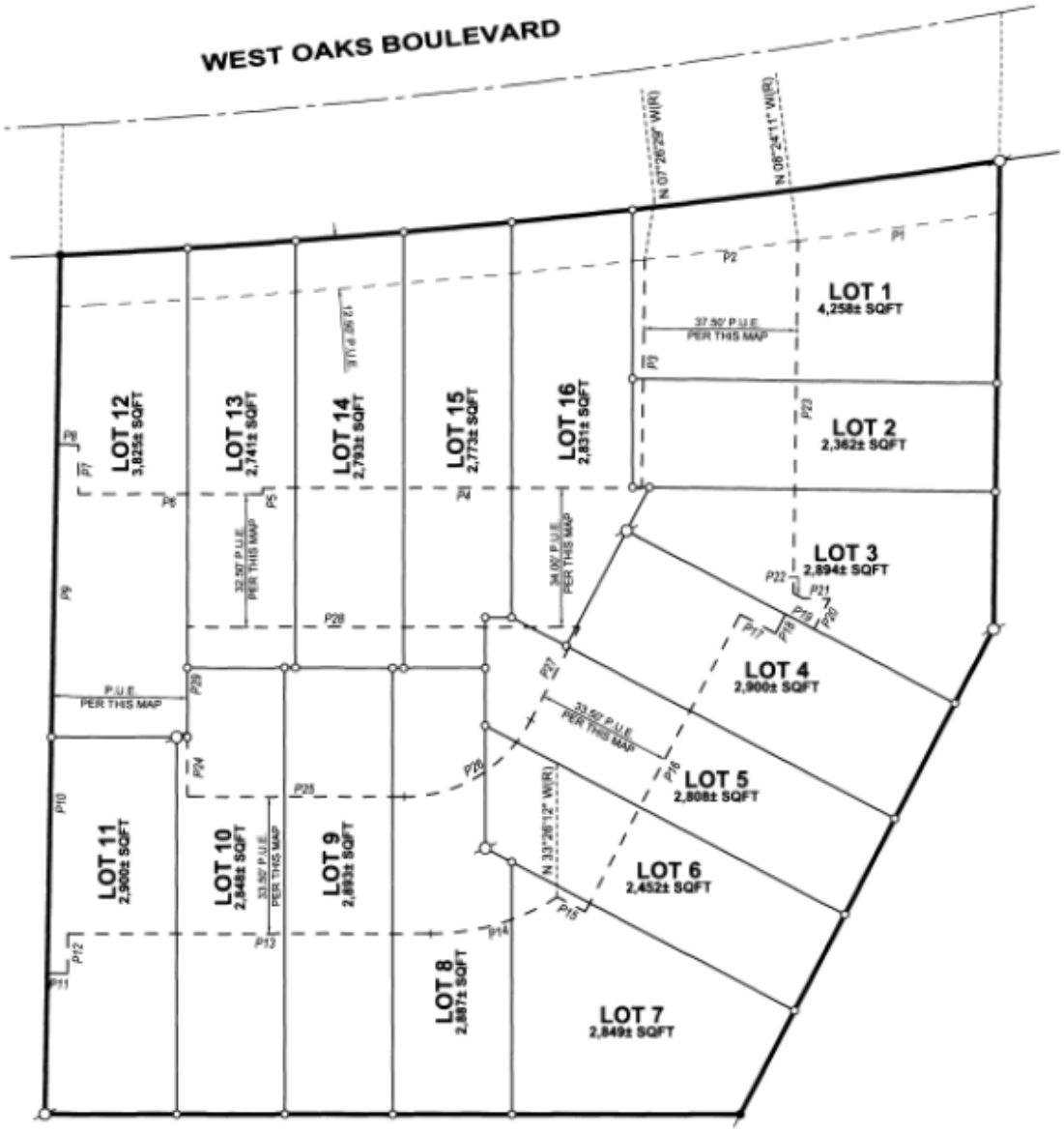
Senior Engineer - City of Rocklin, 3970 Rocklin Road, Rocklin, California – Owner of the Public Work Improvements – West Oaks Townhomes (SD2017-0013)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ Signature:_____

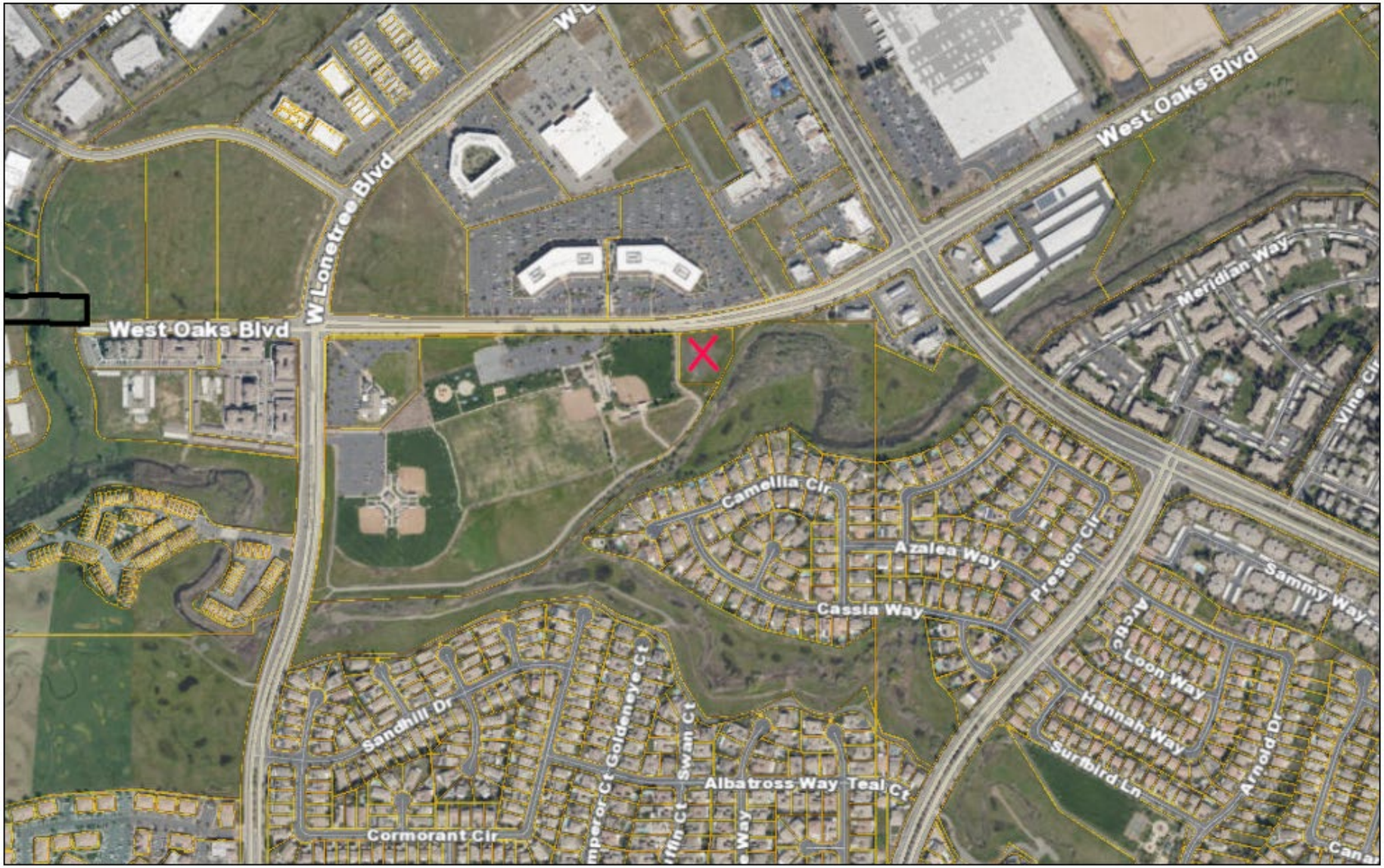
Larry M. Wing
Senior Engineer, City of Rocklin

EXHIBIT “A”
NOTICE OF COMPLETION OF IMPROVEMENTS
WEST OAKS TOWNHOMES
PUBLIC IMPROVEMENTS



NOTICE OF COMPLETION
WEST OAKS TOWHHOMES
PUBLIC IMPROVEMENTS
RESOLUTION NO. 2024-

West Oaks Townhomes



ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Resolution of Intent to Annex - West Rocklin Annexation

Date: August 13, 2024

Submitted By: Anna Leanza, Principal Planner
David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intent to Annex and a Request for the Local Agency Formation Commission (LAFCO) of Placer County to Initiate Proceedings to Annex Two Islands of County Property Consisting of Two Parcels Adjacent to the East Side of State Route 65 (ANEX2022-0002 / West Rocklin Annexation).

Background:
The staff report for this item is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report
2. Resolution
3. Resolution - Exhibit A

City Council Staff Report

Subject: Resolution of Intent to Annex - West Rocklin Annexation

Date: August 13, 2024

Submitted by: Anna Leanza, Principal Planner
David Mohlenbrok, Director of Community Development

Department: Community Development

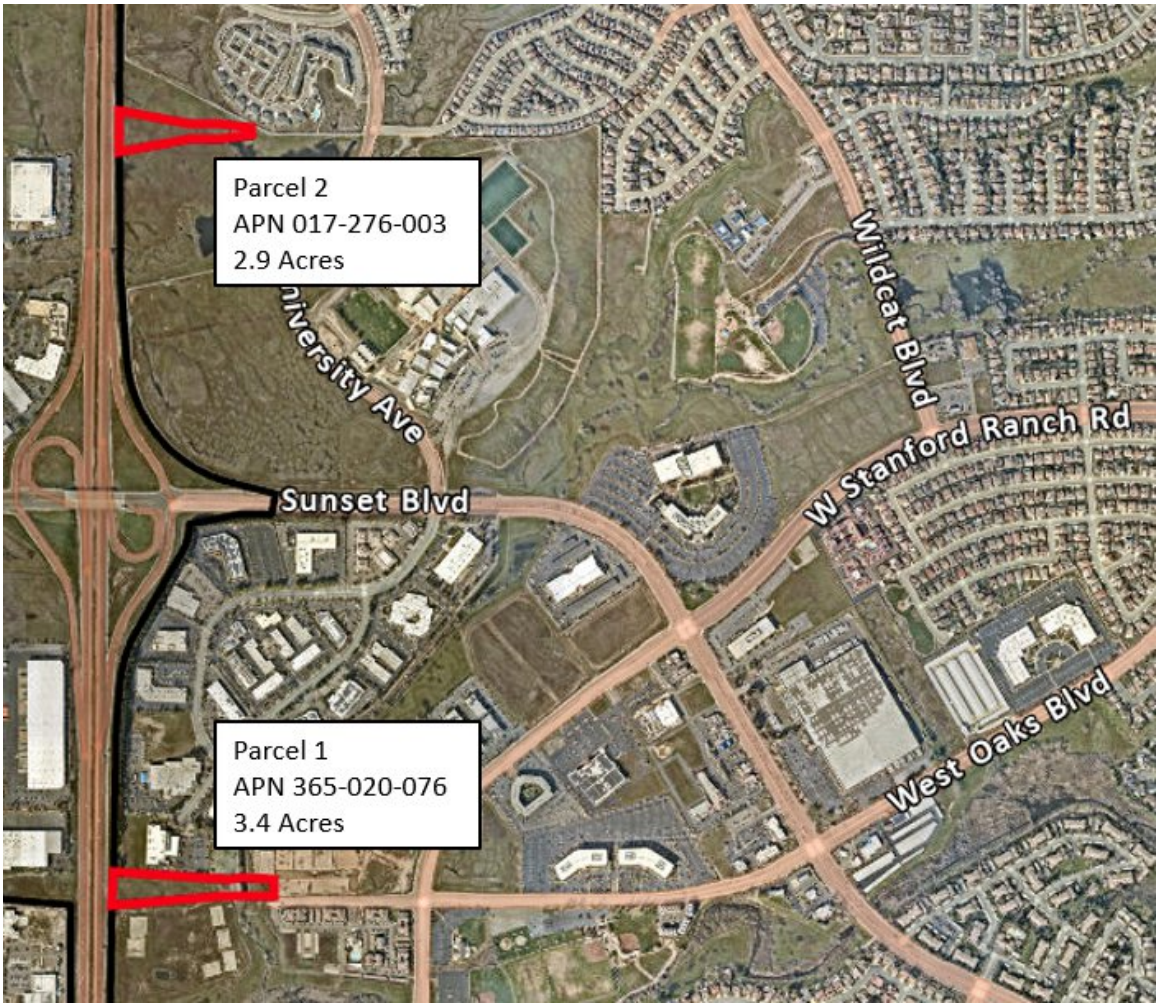
Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intent to Annex and a Request for the Local Agency Formation Commission (LAFCO) of Placer County to Initiate Proceedings to Annex Two Islands of County Property Consisting of Two Parcels Adjacent to the East Side of State Route 65 (ANEX2022-0002 / West Rocklin Annexation).

Project Description:
Staff recommends the City Council adopt a Resolution of Intent to Annex two parcels totaling 6.28 acres, which were formerly part of the California Department of Transportation (Caltrans) right-of-way along State Route 65. Parcel 1 (Assessor's Parcel Number 365-020-076) is approximately 2.9 acres, and Parcel 2 (Assessor's Parcel Number 017-276-003) is approximately 3.4 acres. The adoption of a Resolution of Intent to Annex is a prerequisite for the City to submit to LAFCO an application for the annexation.

Project Ownership and Applicants:
The property owner for Parcel 1 is Black Iris LLC. The property owner for Parcel 2 is Jessup University.

Location, Background, and Site Characteristics:
The proposed annexation pertains to two, geographically separate, parcels along the easterly edge of the State Route 65 right of way. Parcel 1 is located at the westerly terminus of West Oaks Boulevard and is approximately 3.4 acres. Parcel 2 lies west of University Avenue and south of Orchid Drive, and is approximately 2.9 acres (**Figure 1**).

Figure 1. Project Location



The parcels proposed for annexation were formerly Caltrans rights-of-way (ROW), acquired when State Route 65 was originally constructed, and intended to accommodate street overcrossings of the freeway. After determining the overcrossings would not be necessary, Caltrans declared the properties as surplus and sold them to private buyers.

The proposed annexation sites are generally flat and covered with native and naturalized grasses and other low growing vegetation. Unnamed seasonal drainage ways cross the easterly portions of both sites before flowing into larger seasonal wetlands to the south. Both parcels are vacant and there is no evidence that either site has been previously developed. Neither site has viable access except through adjacent parcels in the City of Rocklin, thus the future development potential of these parcels will be greatly facilitated by their annexation into the City of Rocklin.

Parcel 1 is owned by Black Iris Properties LLC, which acquired the property in 2022. Black Iris Properties also owns 12.5 acres located immediately south of Parcel 1, which are designated as a Regional Housing Needs Allocation (RHNA) site in the Rocklin Housing Element (adopted 2021) and are zoned for high density residential development at a minimum density of 24+ dwelling units per acre. On January 23, 2024 the City Council approved a 371-unit market rate multi-family development, the West Oaks Apartments

project, on the Black Iris Properties parcels. As the application included the parcel that is not currently in the City limits, the approvals for that project are contingent upon the successful annexation of the former Caltrans parcel into the City.

Parcel 2 is owned by Jessup University and was also formerly part of the ROW for State Route 65 deemed surplus by Caltrans. To date, there has been no discussion of any potential development of the property, alone or in combination with an adjacent parcel. However, as noted above, as this site has no viable access except through parcels in the City of Rocklin, its development potential will be greatly enhanced with annexation into the City. Given the above, staff and the property owner believe that including Parcel 2 was a logical addition to the annexation.

Surrounding Land Uses:
Parcel 1 is bounded by industrial uses to the north, residential uses to the south and east, and State Route 65 to the west. See **Table 1** and **Figure 2** for surrounding uses, land use designations and zones. Parcel 2 is bounded by business professional, commercial and open space uses to the north and east, industrial uses to the south, and State Route 65 to the west. See **Table 2** and **Figure 3** for surrounding uses, land use designations and zones for Parcel 2.

Table 1. Parcel 1 Surrounding Uses

	Current Use	Current General Plan Designation/Zoning
Project Site	Vacant	Light Industrial (LI) / No City Zoning
North	Industrial Buildings	Light Industrial (LI) / Planned Development-Light Industrial (PD-LI)
South	Vacant	High Density Residential (HDR) / Planned Development 24+ Dwelling Units per Acre (PD-24+)
West	State Route 65	No City General Plan Designation or Zoning
East	Vacant	High Density Residential (HDR) / Planned Development 24+ Dwelling Units per Acre (PD-24+)

Figure 2. Parcel 1 Surrounding Land Use Designations and Zones

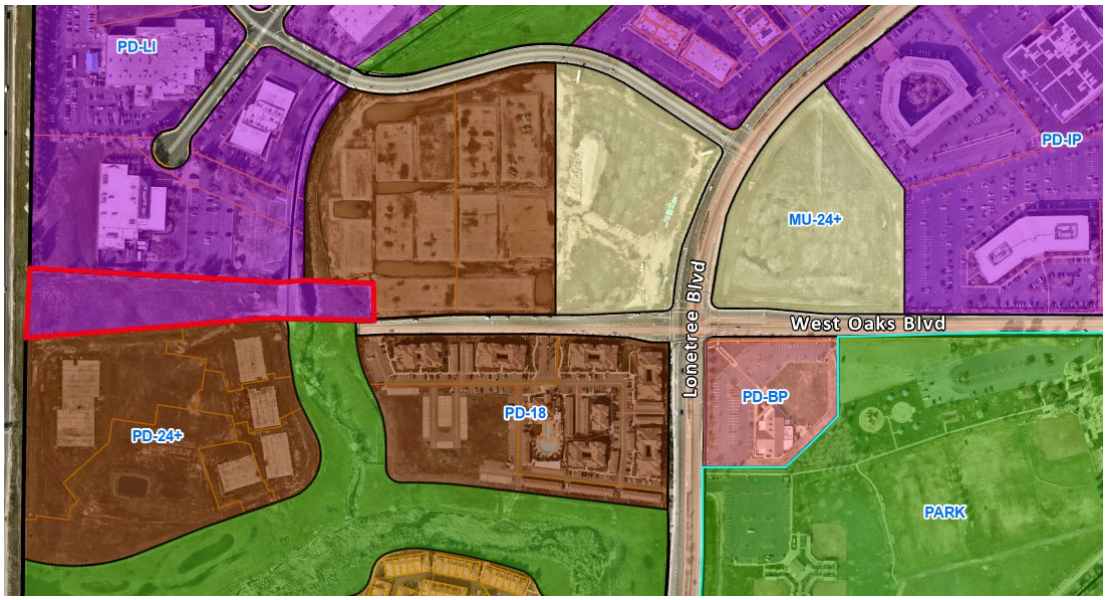
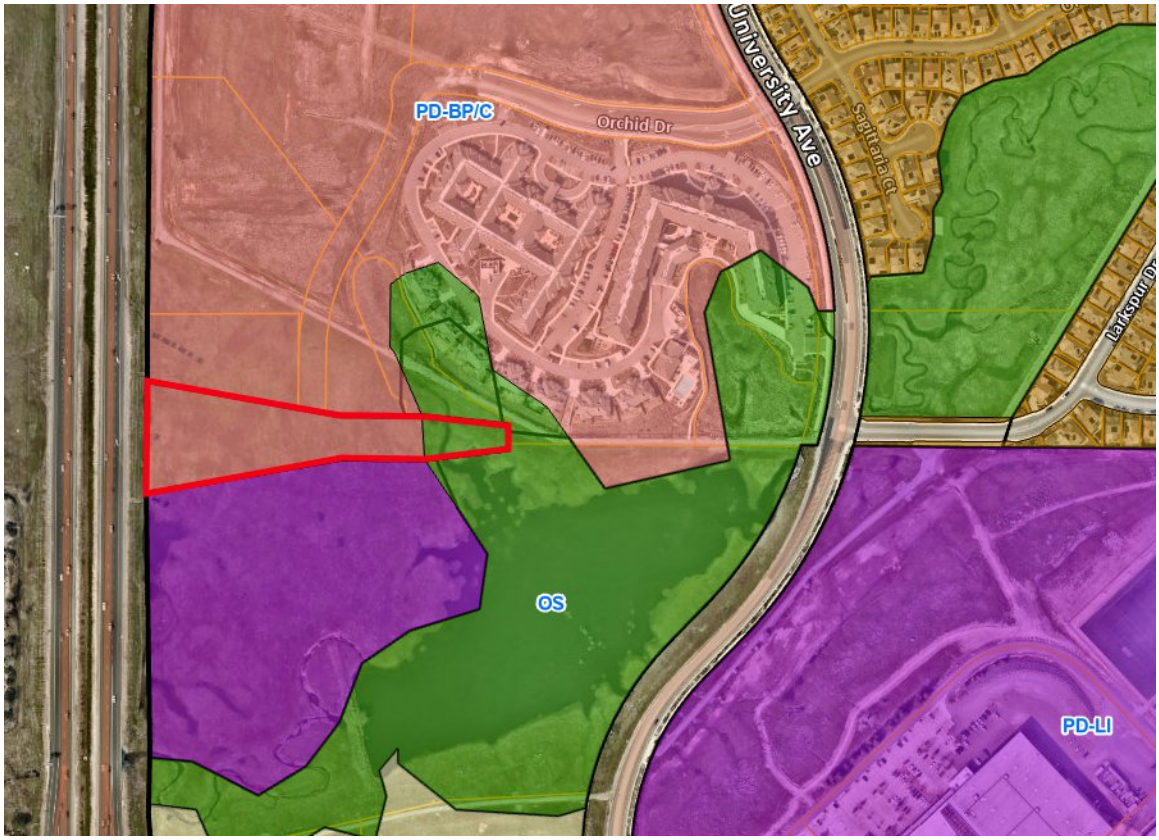


Table 2. Parcel 2 Surrounding Uses

	Current Use	Current General Plan Designation/Zoning
Project Site	Vacant	Business Professional (BP) and Recreation Conservation (R-C) / No City Zoning
North	Vacant	Business Professional (BP) / Planned Development Business Professional / Commercial (PD-BP/C)
South	Vacant	Light Industrial / Planned Development Light Industrial (PD-LI), Open Space (OS)
West	State Route 65	No City General Plan Designation or Zoning
East	Open Space and Ansel Park Assisted Living	Business Professional (BP) & Open Space (OS) / Planned Development Business Professional / Commercial (PD-BP/C) & Open Space (OS)

Figure 3. Parcel 2 Current General Plan/Zoning



General Plan and Zoning Compliance:
Both parcels are located within the City's SOI and have existing General Plan land use designations as noted above. Because neither parcel is within the incorporated area of the City, they do not have existing zoning. Prior to completion of the annexation process, each parcel with will be given a zoning designation (pre-zoning) that is a logical extension of adjacent sites. Staff is currently preparing to bring forward a General Plan amendment to change the land use designation of Parcel 1 from Light Industrial to High Density Residential (HDR) and to Pre-zone the site R-3 for general consistency with the approved West Oaks Apartments project. Parcel 2 has existing General Plan land use designations of Business Professional (BP) and Recreation Conservation (R-C) that will remain unchanged and staff will be bringing forward a proposal to pre-zone this parcel to Business Professional (B-P).

Environmental Determination:
The Mitigated Negative Declaration (MND) prepared for the West Oaks Apartments project, consistent with the requirements of the California Environmental Quality Act (CEQA) and approved by the City Council on January 23, 2024 by Resolution No. 2024-036, included Parcel 1 in the study area and the environmental analysis. Staff has determined that document sufficiently analyzed potential impacts of annexation and development of the site and appropriate mitigation measures were included in the MND.

As no changes are proposed to the existing General Plan land use designation of Parcel 2, staff has determined that the Environmental Impact Report (EIR) prepared for the City's

2012 General Plan Update, approved by the City Council on October 10, 2012 by Resolution No. 2012-170, adequately considered any potential impacts resulting from the annexation and future development of the site. Furthermore, any proposed future development of Parcel 2 will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addresses any potential environmental effects, or if additional environmental review is necessary.

Overall, the annexation of a total of 6.28 acres into the City of Rocklin is a minor addition to the City and is not expected to have significant new or additional impacts not reviewed in the previously completed environmental documents, and no further environmental review is necessary at this time.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENT TO ANNEX AND A REQUEST FOR THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) OF PLACER COUNTY TO INITIATE PROCEEDINGS TO ANNEX TWO ISLANDS OF COUNTY PROPERTY CONSISTING OF TWO PARCELS ADJACENT TO THE EAST SIDE OF STATE ROUTE 65
(ANEX2022-0002 / West Rocklin Annexation)

WHEREAS, the City desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH), commencing with section 56000 of the California Government Code (GC), for the West Rocklin Annexation, a reorganization that would concurrently annex territory to the City of Rocklin (Rocklin), annex said area to the South Placer Municipal Utility District (SPMUD), and detach it from County Service Area (CSA) 28; and,

WHEREAS, this reorganization is being proposed upon a Resolution of Intent to Initiate Proceedings for annexation through the Placer County Local Area Formation Commission for the subject reorganization filed by the City on behalf of Black Iris Properties, LLC and Jessup University; and,

WHEREAS, the territory proposed to be annexed ("Annexation Area") are uninhabited islands of unincorporated territory containing approximately 6.28 acres and a legal description and maps of the boundaries of the annexation areas are set forth in Exhibit A, attached hereto and by this reference incorporated herein; and,

WHEREAS, the territory proposed to be annexed is completely surrounded by the City of Rocklin and State Route 65 as depicted in Exhibit A attached hereto; and,

WHEREAS, the proposal would not result in annexation to the City of Rocklin of land that is subject to a contract executed pursuant to the Williamson Act; and,

WHEREAS, the California Environmental Quality Act (CEQA) clearance for this annexation is an Environmental Impact Report prepared for the General Plan Update, which includes both Annexation Parcels 1 and 2, adopted by the City Council of the City of Rocklin, as lead agency, on October 10, 2012 (Resolution No. 2012-170), and a Mitigated Negative Declaration prepared for the West Oaks Apartments project, which includes Annexation Parcel 1, approved by City Council on January 23, 2024 (Resolution No. 2024-036); and,

WHEREAS, a notice for the City Council public meeting was published in the *Placer Herald*, a newspaper of general circulation, on August 2, 2024; and where notices were placed on the sites on July 31, 2024; and

WHEREAS, the City Council of the City of Rocklin conducted a public meeting on August 13, 2024, to consider the recommendation of initiation of the reorganization for the West Rocklin Annexation; and

WHEREAS, the West Rocklin Annexation area is located within the City of Rocklin's adopted Sphere of Influence (SOI) as identified on the City of Rocklin General Plan land use diagram; and

WHEREAS, the West Rocklin Annexation is an "unincorporated island" as defined by the CKH Act, GC Section 56375.3 because:

1) The area proposed for annexation is substantially surrounded by the city in which the annexation will take place and
2) The unincorporated area proposed for annexation is less than 150 acres; and

WHEREAS, the principal reasons for the proposed reorganization are to eliminate two islands of unincorporated county land which does not provide for efficient delivery of services, and the annexation will be for the benefit of, and in the best interests of, the present and future land owners and inhabitants of both the City of Rocklin and the territory annexed; and

WHEREAS, the following agency or agencies would be affected by the proposed jurisdictional changes:

Agency	Nature of Change
City of Rocklin	Annexation,
South Placer Municipal Utility District	Annexation,
County Service Area 28	Detachment

and

WHEREAS, this proposal is consistent with adopted spheres of influence for the agencies subject to this reorganization; and

WHEREAS, it is desired to provide that the proposed reorganization be subject to the following terms and conditions:

1. Prior to completion of the annexation, the affected properties shall be pre-zoned consistent with existing or proposed land use designations in the Rocklin General Plan.
2. Zoning shall not be effective until after the completion of the annexation.
3. Construction shall not take place on either parcel prior to completion of the annexation.

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

Section 1. The City Council initiate the West Rocklin Annexation, as described and shown in Exhibit A, attached hereto and incorporated herein, and authorize and direct the Community Development Director or his designee to submit an annexation application to the Local Agency Formation Commission of Placer County.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

RESOLUTION OF INTENT TO ANNEX - WEST ROCKLIN ANNEXATION

Parcel 1 Assessor Parcel

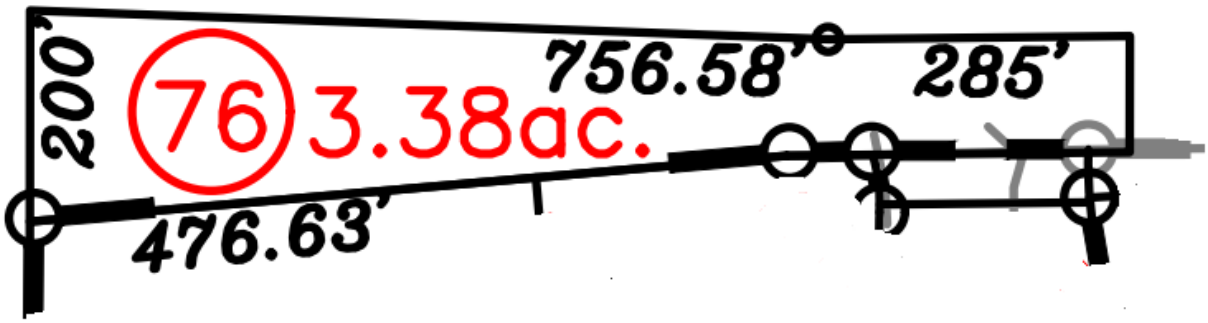


EXHIBIT "A"

A portion of those parcels of land in the Northwest quarter of Section 15 and Southwest quarter of Section 10, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, **(1) described in deed to the State of California recorded December 28, 1971 in Volume 1391, Page 409, (2) described in deed to the State of California recorded February 3, 1972 in Volume 1398, Page 60, and (3) described in deed to the State of California recorded October 17, 1986 in Book 3059, Page 321, Official Records of Placer County**, said portion is particularly described as follows:

BEGINNING at a point in the North line of said Section 15, distant North 89°23'52" East 1610.12 feet from the northwest corner of said Section 15;

THENCE from said POINT OF BEGINNING coincident and along said course North 89° 23' 53" East 324.75 feet, also being the southerly line of the parcel of land described in the deed to the State of California recorded October 17, 1986 in Book 3059, Page 321 Official Records of Placer County, to the easterly line of said parcel of land; Thence coincident and along the easterly line of said land North 0°04'32" East 110.01 feet to the southerly line of the parcel of land described in the deed recorded October 17, 1986 in Volume 3059, Page 325 Official Records of Placer County; Thence coincident and along the southerly line of said land the following two courses:

1) South 89° 23'52" West, 285.00 feet;
2) North 87° 56'04" West 756.58 feet to a point on the easterly line of existing State Route 65;

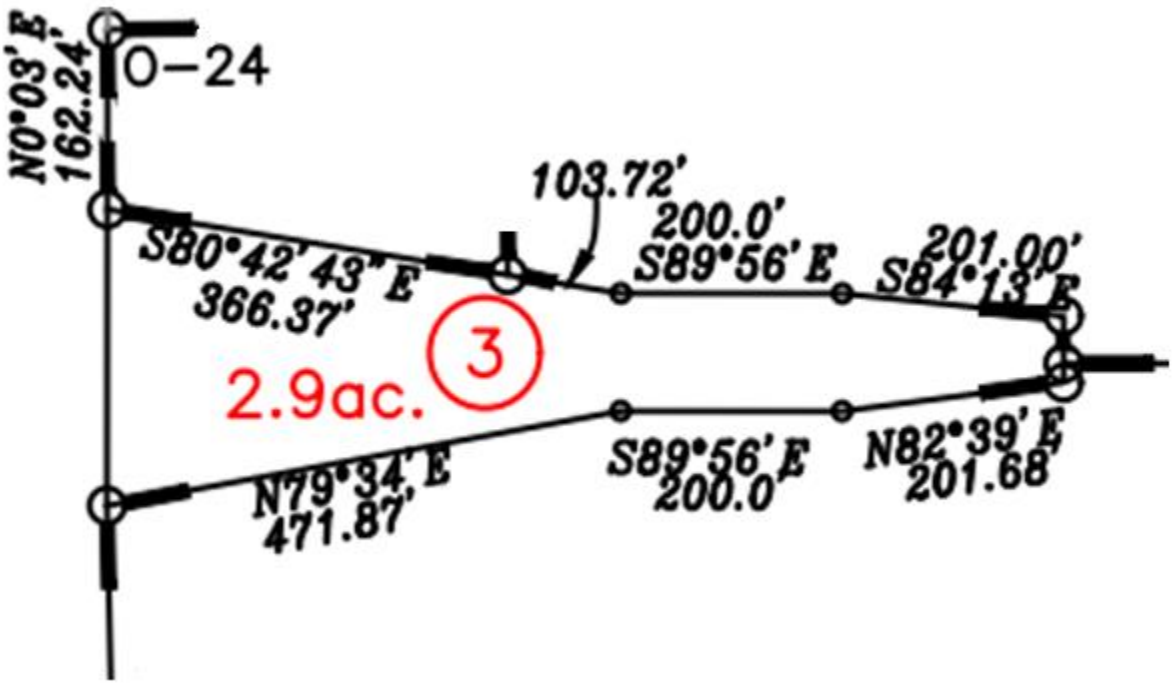
Thence coincident and along the easterly line of said existing State Route 65 South 0°03'37" West, 200.00 feet to a point on the northerly line of the parcel of land described in the deed recorded on January 30, 1990 in Book 3818, Page 246 Official Records of Placer County;

Thence coincident and along the northerly line of said land North 85°01'46" East 719.11 feet to the POINT OF BEGINNING.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are based on California State Coordinate System of 1927, Zone 2. Ground distances are in U.S. Survey Feet. Multiply the ground distances by 0.99992 to obtain grid distances.

Parcel 2 Assessor Parcel



Number
DD-024103-01-01 (024106-01-01)

EXHIBIT "A"

A portion of those parcels of land in the northwest quarter of Section 10, T. 11 N. R. 6 E. M.D.M. (1) described in deed to the State of California recorded February 3, 1972 in Book 1398, Page 60 and (2) described as PARCEL 024106-1 in Final Order of Condemnation recorded October 15, 1973 in Book 1526, Page 376 both Official Records of Placer County.

Said portion is particularly described as follows:

Beginning at a point in the easterly line of existing State Route 65 being the westerly terminus of course (18) as numbered and described in said deed to the State of California; THENCE from said Point of Beginning along said course (18) N 79° 34' 37" E 471.87 feet to the easterly terminus thereof; Thence along course (19) of said deed S 89° 56' 30" E 200.00 feet; Thence along course (20) of said deed N 82° 39' 05" E 201.68 feet; Thence along course (21) of said deed and the easterly line of said PARCEL 024106-1 N 00° 03' 30" E 60.00 feet; Thence along the northerly line of said PARCEL 024106-1 N 84° 13' 52" W 201.00 feet; Thence continuing along said northerly line N 89° 56' 30" W 200.00 feet; Thence along said northerly line and course (24) of said deed to the State of California N 80° 42' 43" W 470.09 feet to the westerly terminus of said course (24) and a point in the easterly line of said existing State Route 65; Thence along last said easterly line S 00° 03' 30" W 267.24 feet to the Point of Beginning.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are based on California State Coordinate System of 1927, Zone 2. Ground distances are in U.S. Survey Feet. Multiply the ground distances by 0.99992 to obtain grid distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
Professional Land Surveyor

Date 6/12/06

PROFESSIONAL LAND SURVEYOR
DAVE THIBEAULT
Name
7199
Number
12/31/07
Exp. Date
STATE OF CALIFORNIA

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Blue Oaks Boulevard Pedestrian Signal Project – PG&E Contract

Date: August 13, 2024

Submitted By: David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving an Agreement to Perform Tariff Schedule Related Work with Pacific Gas and Electric Company (PG&E) for the Blue Oaks Boulevard Pedestrian Signal Project and Authorizing and Directing the City Manager to Execute the Agreement.

Background:
On May 14, 2024, the City Council awarded a construction contract to Central Valley Engineering and Asphalt, Inc. (CVEA) to construct four separate projects packaged together and known as the Various Roadway and Pedestrian Improvements Project. One of these four projects is the Blue Oaks Boulevard Pedestrian Signal Project (No. 50177). The CVEA construction contract includes the installation of a new traffic signal at the open space areas on Blue Oaks Boulevard to connect the existing multi-use pathways.

On September 1, 2023, the City submitted a PG&E service request application to provide power to the traffic signal. An approved design drawing was received from PG&E on April 25, 2024, and on June 24, 2024, the City received a draft agreement from PG&E with a cost to provide the necessary upgrades required to replace an existing mainline electrical switch and install an above ground transformer. The agreement with PG&E is non-negotiable and the total cost to the City for these improvements is $193,944.96.

Environmental Analysis:
The Blue Oaks Boulevard Pedestrian Signal Project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines under Section 15301 – Existing Facilities as per City Council Resolution No. 2024-111 from May 14, 2024.

Fiscal Impact:
The project's expenditure budget will need to be increased by $193,950, City Council approval of the staff recommendation will authorize an adjustment from the fund balance of the SB325 Sale Tax Fund (Fund 210) to support the project.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Pacific Gas and Electric Agreement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK WITH PACIFIC GAS AND ELECTRIC COMPANY (PG&E) FOR THE BLUE OAKS BOULEVARD PEDESTRIAN SIGNAL PROJECT AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Blue Oaks Boulevard Pedestrian Signal Project will install a new traffic signal at Blue Oaks Boulevard at the open space; and

WHEREAS, on June 24, 2024, staff received a non-negotiable PG&E contract in the amount of $193,944.96 in order for PG&E crews to install system upgrades allowing the City to receive electrical service; and

WHEREAS, the SB325 Sales Tax Fund (Fund 210) will be used to support this contract.

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

Section 1. Approves the Agreement to Perform Tariff Schedule Related Work with PG&E for the Blue Oaks Boulevard Pedestrian Signal Project in the amount of $193,944.96 and authorizes and directs the City Manager to execute the agreement attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. The City Manager is authorized to increasing the expenditure budget by $193,950 for the Blue Oaks Boulevard Pedestrian Signal Project (Project No. 50177) from the fund balance of the SB325 Sale Tax Fund (Fund 210).

PASSED AND ADOPTED this 13th of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Customer Payment Coupon

References	
Notification #	126966766
Contract #	50102032 V1
ETC1-PM #	35541129
Customer #	4309554

June 23, 2024

Hunter Young
3970 Rocklin Road
ROCKLIN, CA 95677

Customer Cost Summary

BLUE OAKS BOULEVARD, ROCKLIN

Amounts Due		Total Due
Traffic Control Non-Refundable Payment	$193,944.96	
		$193,944.96

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

126966766

®Pacific Gas and Electric Company

Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ ACCTG. SVCS.

REFERENCES:

Notification #	126966766
Contract #	50102032 V1
PM #	35541129

June 23, 2024

Hunter Young, AN INDIVIDUAL (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragragh 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **BLUE OAKS BOULEVARD, ROCKLIN**

DESCRIPTION OF WORK: **Install Traffic Controller Service Point(s) and/or Circuit(s)**

Costs Subject to Allowance:		
Engineering & Administrative Costs		$13,023.87
Including Applicant Design Value of	$0.00	
TC Svc Delivery Point Extn - Facilities & Connection	(+)	$140,168.85
Total Amount Subject to Allowance	(=)	$153,192.72
Traffic Control Allowance	(-)	$890.34
Traffic Control Svc Delivery Point Extension Allowance	(-)	$0.00
Balance	(=)	$152,302.38
Non-Refundable Costs:		
Balance (from above)		$152,302.38
Re-Engineering, Inspection, Land, Permits	(+)	$1,746.66
Additional Applicant Design Review	(+)	$0.00
TC Svc Dlvry Pnt Extn - Excavation, Conduit, Substructures	(+)	$12,183.97
Other Costs	(+)	$0.00
Subtotal	**(=)**	**$166,233.01**
plus ITCC @ 24%	(+)	$39,895.92
Value of Traffic Control Trench, Excavation & Conduit for Others	(+)	$0.00
Traffic Control Extension - Connection Only	(+)	$0.00
Total Non-Refundable Costs	**(=)**	**$206,128.93**
Credits for Applicant Provided Work:		
Applicant Design Work	(-)	$0.00
TC Svc Dlvry Pnt Extn - Excavation, Conduit, Substructures	(-)	$12,183.97
Total Traffic Control Non-Refundable Payment	**(=)**	**$193,944.96**

126966766

* Automated document, Preliminary Statement, Part A

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of

One hundred ninety-three thousand nine hundred forty-four dollars and ninety-six cents $193,944.96

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this _____ day of _____

Hunter Young, AN INDIVIDUAL

Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: _____

Hunter Young

Print/Type/Name

By: Dave Bond

Title: Managing Director

Title: Service Planning Supervisor

Mailing Address: 3970 Rocklin Road
ROCKLIN, CA 95677

126966766

* Automated document, Preliminary Statement, Part A

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Parkway Widening Project

Date: August 13, 2024

Submitted By: David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving the Plans and Specifications for the Whitney Ranch Parkway Widening Project and Authorizing City Staff to Call for Bids.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Mitigation Monitoring and Reporting Program for the Whitney Ranch Parkway Widening Project.

Background:

Whitney Ranch Parkway between State Route 65 (SR 65) and University Avenue is predominantly a 2- and 4-lane roadway with a proposed ultimate 6-lane configuration. Placer County Department of Public Works currently has construction drawings to construct this section of Whitney Ranch Parkway to the ultimate 6-lane configuration and install a traffic signal at the University Avenue/Whitney Ranch Parkway intersection as part of its Placer Parkway Phase 1 project.

Due to several commercial and residential projects in this area of Rocklin anticipated to come on line in the next 24 months, and understanding that these projects will likely be open for business or occupied by residents before Placer County is able to widen the roadway and install a new traffic signal at Whitney Ranch Parkway/University Avenue, City staff has coordinated with County staff to take the lead of roadway widening on Whitney Ranch Parkway and the traffic signal installation, but only within Rocklin city limits, thus avoiding the extensive coordination for roadway widening work performed in Caltrans right-of-way.

This approach permits the commercial businesses on the southwest corner of University Avenue/Whitney Ranch Parkway, including the Whitney Ranch Retail center with Nugget Market as the anchor tenant, to open for business without significantly impacting traffic conditions. In addition to work on Whitney Ranch Parkway, the City will construct a second northbound left turn lane from University Avenue to westbound Whitney Ranch Parkway, consistent with the Northwest Rocklin Annexation Area Plan.

Staff has coordinated with Placer County, and County staff support the City delivering that

portion of the work within Rocklin city limits. The Placer Parkway Phase 1 project is funded by the South Placer Regional Transportation Authority (SPRTA) fee program. On June 26, 2024, SPRTA's Board of Directors allocated $3.5M in funding to the City of Rocklin to pay for those improvements the County would have otherwise constructed. For City work unrelated to the County's Placer Parkway Phase 1 project, the City proposes to use traffic impact fees (Fund 325) for construction consistent with the 2025 – 2029 Capital Improvement Program (CIP) approved by the City Council on June 25, 2024.

During the past few months, the City's design team has coordinated with various outside agencies and/or parties, including Placer County, Caltrans, the Whitney Ranch Retail developer, and utility providers, and has prepared the construction plans (Attachment 2) and specifications (Attachment 3) outlining the proposed roadway widening, striping, traffic signal, and other ancillary street elements. Staff recommends the City Council approve the plans and specifications and authorize staff to call for bids.

Environmental Analysis:

The environmental analysis covering all City construction identified in the plans and specifications is set forth in the following discussion regarding two previously prepared California Environmental Quality Act (CEQA) documents:

Placer Parkway Phase 1 Initial Study/Mitigated Negative Declaration

The roadway widening on Whitney Ranch Parkway from SR 65 to University Avenue was included in the Placer Parkway Phase 1 Improvements Initial Study/Mitigated Negative Declaration (IS/MND) (SCH2015052032), which was adopted by the Placer County Board of Supervisors, acting as the CEQA lead agency, on September 1, 2015. The IS/MND analyzed the associated environmental impacts of three alignments for the Placer Parkway Phase 1 project. The design of the three alignments considered were identical within the City limits. Alternative 3 was approved by the County as the preferred alignment, and includes widening of Whitney Ranch Parkway and installation of a traffic signal at the University Avenue/Whitney Ranch Parkway intersection. The City's action is consistent with the project approved by Placer County. The IS/MND adopted by Placer County was a project level document, and the City is not proposing any other action or approval at this time.

Pursuant to CEQA, the City is a responsible agency for the purposes of this proposed action. Pursuant to CEQA Guidelines Section 15096, as a responsible agency, prior to reaching a decision on the project, the City must consider the environmental effects of the project as shown in the Placer Parkway Phase 1 Improvements IS/MND, and the City must mitigate or avoid only the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve.

For the City Council's consideration, at the following link is the Placer Parkway Phase 1 Improvements IS/MND https://www.rocklin.ca.us/post/placer-parkway-phase-i-improvements. In addition, included as Exhibit A to the resolution (Attachment 5) adopting the mitigation monitoring and reporting program for the Whitney Ranch Parkway Widening Project is a memorandum summarizing a review of the germane impacts and mitigation measures from Placer County's Placer Parkway Phase 1 Improvements IS/MND that are applicable to the City's project. Exhibit B to the resolution (Attachment 6) is the mitigation monitoring and reporting program the City will use to implement the applicable mitigation measures. As Placer County's Placer Parkway Phase 1 Improvements IS/MND was not an Environmental Impact Report (EIR), the City of Rocklin as a Responsible Agency is not required to make findings

required by CEQA Guidelines Section 15091, nor as required by CEQA Guidelines Section 15093.

University Avenue Second Northbound Left Turn Lane at Whitney Ranch Parkway
The ultimate roadway configuration of University Avenue, and thus the proposed second northbound left turn lane at Whitney Ranch Parkway, was analyzed as a part of the Northwest Rocklin Annexation Area Environmental Impact Report (EIR) and associated Addendum, certified and approved by City Council Resolutions No. 2002-230 and 2008-252, respectively. The City's plans and specifications prepared for the Whitney Ranch Parkway Widening Project, including the addition of the second northbound turn lane as described above, are consistent with the ultimate roadway configuration of University Avenue that was analyzed in the 2002 EIR and associated 2008 Addendum.

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:
There is no direct fiscal impact associated with approving the plans and specifications or adopting the CEQA mitigation measures. The cost to implement any required mitigation measures will be part of the construction contract, which will be brought back before the City Council at a future meeting for award.

ATTACHMENTS:
1. Resolution A - Plans and Specifications
2. Resolution A Exhibit A - Project Plans
3. Resolution A Exhibit B - Project Specifications
4. Resolution B - Mitigation and Monitoring Report
5. Resolution B - Exhibit A - CEQA Memo
6. Resolution B - Exhibit B - Mitigation Monitoring Plan

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE PLANS AND SPECIFICATIONS FOR THE WHITNEY RANCH PARKWAY WIDENING PROJECT AND AUTHORIZING CITY STAFF TO CALL FOR BIDS

WHEREAS, the Whitney Ranch Parkway Widening Project consists of providing a City-led interim condition of Whitney Ranch Parkway between Rocklin city limits and University Avenue preparatory to its ultimate alignment to be constructed as part of Placer County's Placer Parkway Phase 1 Project between State Route 65 and Rocklin city limits;

WHEREAS, City staff retained Mark Thomas & Company, Inc. to provide professional engineering and environmental support services for the project; and

WHEREAS, staff are prepared to solicit contractor bids preparatory to commencing construction.

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

Section 1. Approves the plans and specifications for the Whitney Ranch Parkway Widening Project attached hereto as Exhibits "A" and "B" and incorporated herein by this reference, and authorizes City staff to call for bids.

PASSED AND ADOPTED this 13th day of August, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

SHEET INDEX

SHEET	DRAWING	TITLE
1	T–1	TITLE SHEET
2	N–1	GENERAL NOTES
3	X–1	TYPICAL SECTIONS
4	PC–1	PROJECT CONTROL
5	DM–1	DEMOLITION PLAN
6	L–1	LAYOUT
7–11	C–1 TO C–5	CONSTRUCTION DETAILS
12	D–1	DRAINAGE PLAN
13	U–1	UTILITY PLAN
14–15	SC–1 TO SC–2	STAGE CONSTRUCTION
16	SS–1	SIGNING AND STRIPING PLAN
17–20	E–1 TO E–4	ELECTRICAL

CITY OF ROCKLIN

COMMUNITY DEVELOPMENT DEPARTMENT

CONSTRUCTION PLANS FOR

WHITNEY RANCH PARKWAY WIDENING

CITY PROJECT #50081

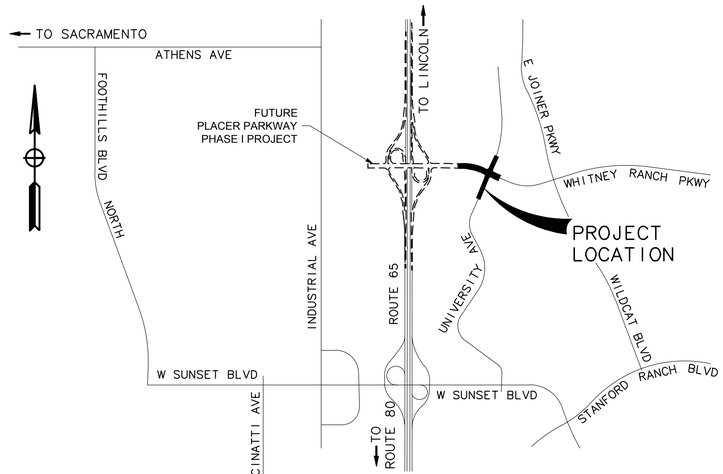
MARK THOMAS
516 GIBSON DR SUITE 230
ROSEVILLE, CA, 95678
(916) 381–9100 FAX:(916) 381–9180
markthomas.com

RECORD DRAWINGS NOTE:

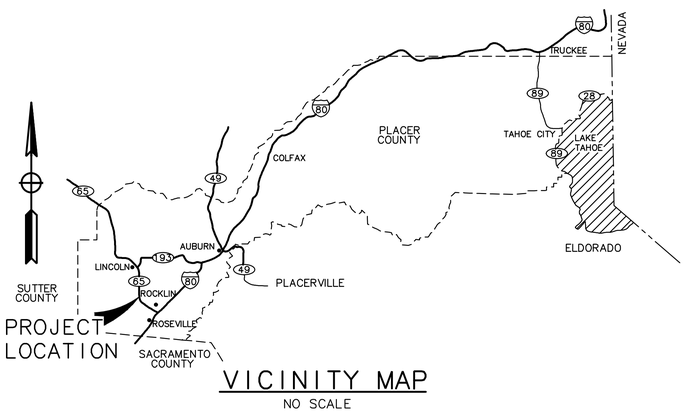
ALL INFORMATION SHOWN ON THESE PLANS HAVE BEEN PREPARED BY, OR UNDER DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN WHEN THE PROJECT ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE BY THE OWNER, DEVELOPER, CONTRACTOR OR THE CITY OF ROCKLIN.

PROJECT ENGINEER _____ DATE _____

RCE # _____



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

UTILITY REPRESENTATIVES			
UTILITY	COMPANY	CONTACT	PHONE
U.S.A.	--	--	1-800-642-2444
GAS & ELECTRICITY	PG&E	JEFFERY GRACE	(916) 247-1334
WATER	PCWA	RICHARD WIRTH	(530) 823-4886
SEWER	SPMUD	CARIE HUFF	(916) 786-8555
DRAINAGE	CITY OF ROCKLIN	RICK LAWRENCE	(916) 625-5521
TRAFFIC SIGNALS	CITY OF ROCKLIN	NAZ LAZAR	(916) 625-5567
TELECOM	WAVE	BOBBY HOLMES	(916) 919-2708
TELECOM	AT&T	LEE NIETO	(916) 484-2384
TELECOM	CONSOLIDATED	MIKE SMUIN	1-800-720-1682

CITY OF ROCKLIN
CITY ENGINEER
APPROVED BY:
ENGINEER _____ DATE _____

SOUTH PLACER
MUNICIPAL UTILITY DISTRICT
APPROVED BY:
ENGINEER _____ DATE _____

PLACER COUNTY WATER AGENCY
APPROVED BY:
ENGINEER _____ DATE _____

CITY OF ROCKLIN
DEPARTMENT OF PUBLIC WORKS
APPROVED BY:
DIRECTOR _____ DATE _____

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME: TITLE SHEET

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: T–1
SHEET: 1 OF 20

PROJECT NOTES

1. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, OWNER OR ENGINEER.

2. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH PLACEMENT OF IMPROVEMENTS SHOWN ON THIS PLAN. CALL "UNDERGROUND SERVICE ALERT" A MINIMUM OF 48 HOURS IN ADVANCE, NOT INCLUDING THE DATE OF NOTIFICATION, AT 811 OR (800) 227-2600 PRIOR TO ANY EXCAVATION.

3. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH THE CONTRACTOR MAY DISCOVER, BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

4. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATION OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT TO THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.

5. PLACER COUNTY WATER AGENCY AND SOUTH PLACER MUNICIPAL UTILITY DISTRICT REQUIRE AT LEAST 48-HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE NOTICE SHALL BE GIVEN 48-HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.

6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.

PROJECT NOTES (CONT'D)

9. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES INVOLVED IN THE DEVELOPMENT PRIOR TO BEGINNING OF WORK.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND/OR OTHER SURVEY MONUMENTS AND SHALL NOTIFY CITY OF ROCKLIN DEPARTMENT OF PUBLIC SERVICES OF ANY DAMAGED OR REMOVED CITY, STATE, OR BUREAU MONUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ANY DAMAGED OR REMOVED MONUMENTS.

STREETS

1. PLACEMENT OF PROPOSED PUBLIC IMPROVEMENTS AND PROPOSED ONSITE IMPROVEMENTS SHALL NOT BE LIMITED TO THESE PLANS, BUT BE BUILT IN ACCORDANCE WITH THE CITY OF ROCKLIN IMPROVEMENT STANDARDS AND TO THE SATISFACTION OF THE CITY ENGINEER.

2. SIDEWALK RAMPS SHALL BE CONSTRUCTED AT THE CENTER OF ALL CURB RETURNS AND SHOULD ADHERE TO THE LATEST CALTRANS RSP A88A DETAILS.

3. CONSTRUCT MONUMENT BOX PER CITY OF ROCKLIN IMPROVEMENTS, STANDARD DRAWING 3-34.

4. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER WORK TO ASSURE THAT ALL UNDERGROUND CONDUITS AND UTILITIES ARE INSTALLED PRIOR TO PAVING. ALL PIPE IN PAVED AREAS SHALL BE PLACED PRIOR TO PLACING AGGREGATE BASE. NO CURB, GUTTER, SIDEWALK OR AGGREGATE BASE SHALL BE PLACED UNTIL ALL UNDERGROUND UTILITIES ARE INSTALLED.

5. EXISTING A.C. SURFACE SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE AND VERTICAL EDGE OF GUTTER LIP SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE CONTRACTOR SHALL PREVENT SAW CUT MATERIAL FROM ENTERING DRAINAGE STRUCTURES, WATERWAYS, DRAINAGE SWALES, ETC.

6. TRAFFIC CONTROL PROCEDURES SHALL CONFORM TO THE MOST RECENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF ROCKLIN FOR THE METHOD OF TRAFFIC CONTROL PRIOR TO STARTING CONSTRUCTION.

EARTHWORK AND GRADING

1. THE CONTRACTOR SHALL CONTACT THE CITY OF ROCKLIN PUBLIC SERVICES, 48 HOURS PRIOR TO THE START OF EARTHWORK AND GRADING CONSTRUCTION.

2. GRADING SHALL NOT OCCUR ON THE PROJECT AREA UNTIL ALL EXISTING UTILITIES AND TREES AND SENSITIVE AREAS TO BE SAVED ARE ADEQUATELY PROTECTED PER THE CITY OF ROCKLIN CONSTRUCTION SPECIFICATIONS.

3. ALL UNSUITABLE AND SURPLUS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS THE ENGINEER SPECIFIES OTHERWISE.

4. THE CONTRACTOR SHALL AT ALL TIMES CONFORM TO A DUST CONTROL PLAN. PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITY, A DUST CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. THE DUST CONTROL PLAN SHALL SPECIFY MEASURES TO REDUCE DUST POLLUTION DURING ALL PHASES OF CONSTRUCTION. AREAS SURROUNDING THE WORK SHALL BE KEPT CLEAN AND RETURNED TO ORIGINAL CONDITION UPON COMPLETION OF CONTRACT. GRADING SHALL NOT OCCUR WHEN WIND SPEED EXCEEDS 10 MPH CONTINUOUSLY FOR MORE THAN 1 HOUR.

EARTHWORK AND GRADING(CONT'D)

5. THE CONTRACTOR SHALL DO THE FOLLOWING IF GRADING AND CLEARING IMPROVEMENTS ARE INCOMPLETE BY OCTOBER 1ST.
   - INSTALL EROSION PROTECTION ON SLOPES 10:1 OR STEEPER AND SWALES WITH SLOPES 2% OR GREATER
   - PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA
   - GRADE GUTTER SAG POINTS TO DRAIN. PROVIDE FOR DRAINAGE FROM ENDS OF IMPROVEMENTS.
   - PREVENT SEDIMENTATION IN EXISTING STORM DRAIN SYSTEM AND CLEAN PIPES AS PER SPECIFICATION SECTION SS62.
   - SEAL OFF ALL SANITARY SEWER CONNECTIONS TO EXISTING SYSTEMS

6. THE CONTRACTOR SHALL MAINTAIN WINTERIZATION FACILITIES AT ALL TIMES UNTIL THE CITY ACCEPTS THE ROAD IMPROVEMENTS.

7. THOSE ENGAGED IN CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE CITY OF ROCKLIN CONSTRUCTION NOISE COMPATIBILITY GUIDELINES, INCLUDING RESTRICTING CONSTRUCTION NOISE GENERATING ACTIVITIES WITHIN OR NEAR RESIDENTIAL AREAS TO BETWEEN 7:00 A.M. AND 7:00 P.M. ON WEEKDAYS AND 8:00 A.M. AND 7:00 P.M. ON WEEKENDS TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR OR BUILDING OFFICIAL.

SEWER

1. ALL WORK PERTAINING TO THE SANITARY SEWER SYSTEM SHALL BE DONE IN ACCORDANCE WITH THE SPMUD STANDARD SPECIFICATIONS AND IMPROVEMENT STANDARDS FOR SANITARY SEWERS, LATEST EDITION.

2. THE CONTRACTOR SHALL NOTIFY SPMUD 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND TO ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE (916) 786-8555.

3. THE CONTRACTOR SHALL PROVIDE SPMUD WITH 24-HOUR EMERGENCY CONTACT INFORMATION (NAME, TITLE, TELEPHONE NUMBER) PRIOR TO START OF WORK.

4. DEBRIS THAT ENTERS THE SEWER SYSTEM AS A RESULT OF THE CONTRACTORS OPERATIONS SHALL BE IMMEDIATELY REMOVED, PER THE DIRECTION OF SPMUD, AT THE EXPENSE OF THE CONTRACTOR. CONTRACTOR MAY BE REQUIRED TO CLEAN THE SYSTEM, OR A PORTION OF THE SYSTEM, AFTER ALL OTHER WORK HAS BEEN COMPLETED.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING FLOWS AND SHALL BE LIABLE FOR ALL EXISTING SEWER FACILITIES WITHIN THE SCOPE OF THE PROJECT UNTIL ALL IMPROVEMENTS ARE COMPLETED.

6. CONTRACTOR SHALL ACCURATELY REFERENCE, MARK AND DOCUMENT ALL SPMUD SEWER STRUCTURES, IN A WAY ACCEPTABLE TO SPMUD, PRIOR TO REMOVING CASTINGS, COVERS, ETC., IF APPLICABLE. REFERENCE MARKINGS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SEWER STRUCTURES SHALL BE MADE ACCESSIBLE AS SOON AS POSSIBLE AFTER CONSTRUCTION. IN SOME CASES SPMUD MAY REQUIRE THAT MANHOLES BE KEPT ACCESSIBLE AT ALL TIMES. CASTINGS, COVERS, ETC. SHALL BE SET TO GRADE IN ACCORDANCE WITH CITY OF ROCKLIN STANDARDS.

7. ADJUSTING SEWER MANHOLES TO GRADE. GRADE RINGS SHALL TOTAL A MINIMUM 3" AND MAXIMUM 11" IN HEIGHT. ANY MANHOLE THAT CANNOT BE SET TO GRADE IN ACCORDANCE WITH THIS STANDARD MAY REQUIRE A BARREL OR CONE SECTION REPLACEMENT TO ACHIEVE PROPER GRADE.

SEWER (CONT'D)

8. PRIOR TO THE START OF ANY GRADING OR CONSTRUCTION, A CCTV INSPECTION SHALL BE PERFORMED ON ALL SEWER PIPES WITHIN THE SCOPE OF THE PROJECT TO DOCUMENT PRE-CONSTRUCTION CONDITIONS. SPMUD HAS PERFORMED THIS INSPECTION AND HAS VIDEO AND RELATED DOCUMENTATION ON FILE. IF CONTRACTOR ELECTS TO PERFORM HIS OWN PRE-CONSTRUCTION CCTV INSPECTION, IT SHALL BE AT HIS OWN EXPENSE AND IN ACCORDANCE WITH SPMUD STANDARDS. UPON COMPLETION OF CONSTRUCTION AND JUST PRIOR TO FINAL SURFACING, THE CONTRACTOR SHALL RE-CCTV THE SAME EXISTING SEWER. ANY INDICATED DAMAGE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT HIS EXPENSE.

9. IMMEDIATELY PRIOR TO COMMENCING SLURRY SEAL OPERATIONS, ALL SEWER MANHOLES, BOXES AND MISCELLANEOUS FRAMES SHALL BE PROTECTED BY THOROUGHLY COVERING THE SURFACE WITH AN APPROPRIATE ADHESIVE OF PAPER OR PLASTIC. DIESEL SHALL NOT BE UTILIZED AS A PROTECTIVE MEASURE. NO ADHESIVE MATERIAL SHALL BE PERMITTED TO COVER, SEAL OR FILL THE JOINT BETWEEN THE FRAME AND COVER OF THE STRUCTURE. COVERS ARE TO BE UNCOVERED AND CLEANED OF SLURRY MATERIAL PRIOR TO OPENING THE ROAD TO TRAFFIC.

10. PRIOR TO REMOVING ANY FRAME AND COVER, A FALSE BOTTOM SHALL BE INSTALLED SPANNING ACROSS THE BENCH OF THE MANHOLE THAT PROHIBITS DEBRIS FROM ENTERING THE DISTRICT'S SEWER SYSTEM. FALSE BOTTOMS SHALL BE INSTALLED THAT ALLOW EXISTING FLOW TO REMAIN UNOBSTRUCTED.

11. NO STRUCTURES SHALL BE PLACED OVER SEWER LINE

LEGEND:

- SEWER (GRAVITY) - EXISTING (SPMUD)
- ELECTRICAL UNDERGROUND - EXISTING (PG&E)
- GAS - EXISTING (PG&E)
- PETROLEUM - EXISTING (KINDER MORGAN)
- WATER - EXISTING (PCWA)
- TELEPHONE - EXISTING (AT&T)
- TELEVISION - EXISTING (CENTURY LINK-QUEST)
- COMMUNICATION - EXISTING (CONSOLIDATED COMMUNICATIONS-CCI)
- FIBER OPTIC - EXISTING (WAVE)
- IRRIGATION - EXISTING
- FIRE HYDRANT - EXISTING

CALL BEFORE YOU DIG

THE CONTRACTOR SHALL CALL
"UNDERGROUND SERVICE ALERT" (USA)
AT 811 AT LEAST 2 WORKING DAYS
PRIOR TO PERFORMING ANY EXCAVATION

MARK THOMAS
516 GIBSON DR SUITE 230
ROSEVILLE, CA, 95678
(916) 381-9100 FAX:(916) 381-9180
markthomas.com

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
GENERAL NOTES

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

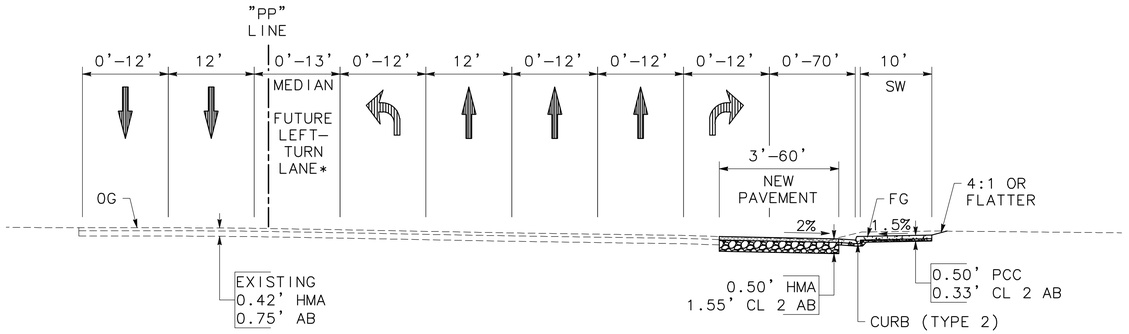
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE:
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: N-1
SHEET: 2 OF 20

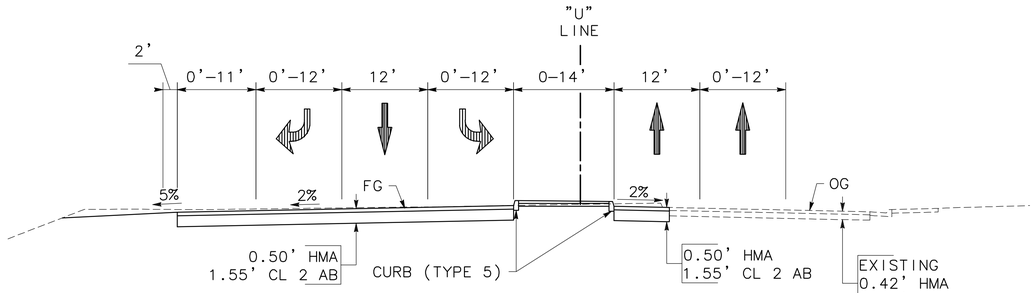
NOTES:

* THE ULTIMATE ROADWAY ALIGNMENT & SECOND LEFT TURN LANE ON WHITNEY RANCH PARKWAY WILL BE CONSTRUCTED BY PLACER COUNTY AS PART OF THE PLACER PARKWAY PHASE I PROJECT.



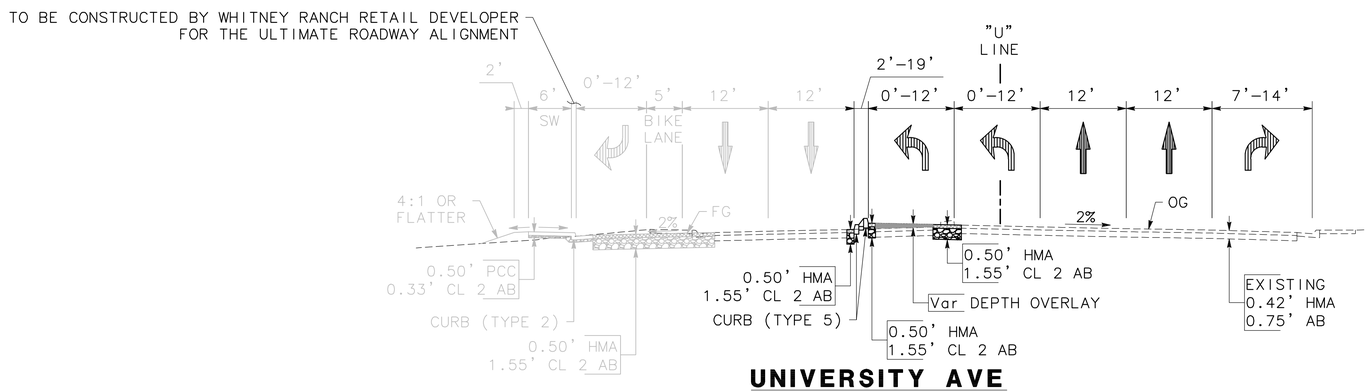
WHITNEY RANCH PKWY

"PP" 88+98.70 TO 96+59.99
NO SCALE



UNIVERSITY AVE

"U" 14+87.25 TO 20+00.00
NO SCALE



UNIVERSITY AVE

"U" 8+50.00 TO 13+91.67
NO SCALE

MARK THOMAS
516 GIBSON DR SUITE 230
ROSEVILLE, CA, 95678
(916) 381-9100 FAX:(916) 381-9180
markthomas.com

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
TYPICAL SECTIONS

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHKA
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE:
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: X-1
SHEET: 3 OF 20

CONTROL FOR DESIGN AND CONSTRUCTION

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION	APPROXIMATE LOCATION
16	2065627.55	6759943.15	137.24	¾" IRON PIPE w/ PLUG	–
17	2067382.60	6760515.14	131.73	¾" IRON PIPE w/ PLUG	–
18	2063308.91	6760533.76	141.43	¾" IRON PIPE w/ PLUG	–
20	2066353.70	6761139.75	137.13	NAIL & SHINER	–
21	2065327.80	6761138.28	139.52	NAIL & SHINER	–
24	2067612.80	6762061.10	155.13	NAIL & SHINER	2186.60' Lt "PP" 87+18.88
26	2063367.23	6762222.28	146.62	¾" IRON PIPE w/ PLUG	2032.15' Rt "PP" 97+69.75
27	2064480.38	6763744.26	172.83	¾" IRON PIPE w/ PLUG	1028.06 Rt "PP" 10+07.81
29	2065883.37	6764222.72	168.76	NAIL & SHINER	–
75	2068039.73	6747026.82	118.39	0.6 INCH Dia METAL ROD w/ PUNCH IN 6" DEEP 5" WIDE WELL STAMPED LNC1 B 2004 ON THE RIM (NGS PID JS 0897)	18'± NORTHEASTERLY FROM THE NORTHEASTERLY CURVE RETURN OF FIDDYMENT Rd & ATHENS Ave
256	2061736.85	6761742.70	137.67	½" REBAR w/ PLASTIC CAP STAMPED GTS CONTROL Pt	EAST SIDE OF NB Hwy 65 0.5 MILE NORTH OF INTERCHANGE OF Hwy 65 AND SUNSET Blvd

LEGEND

△ FOUND BENCHMARK

DATUM

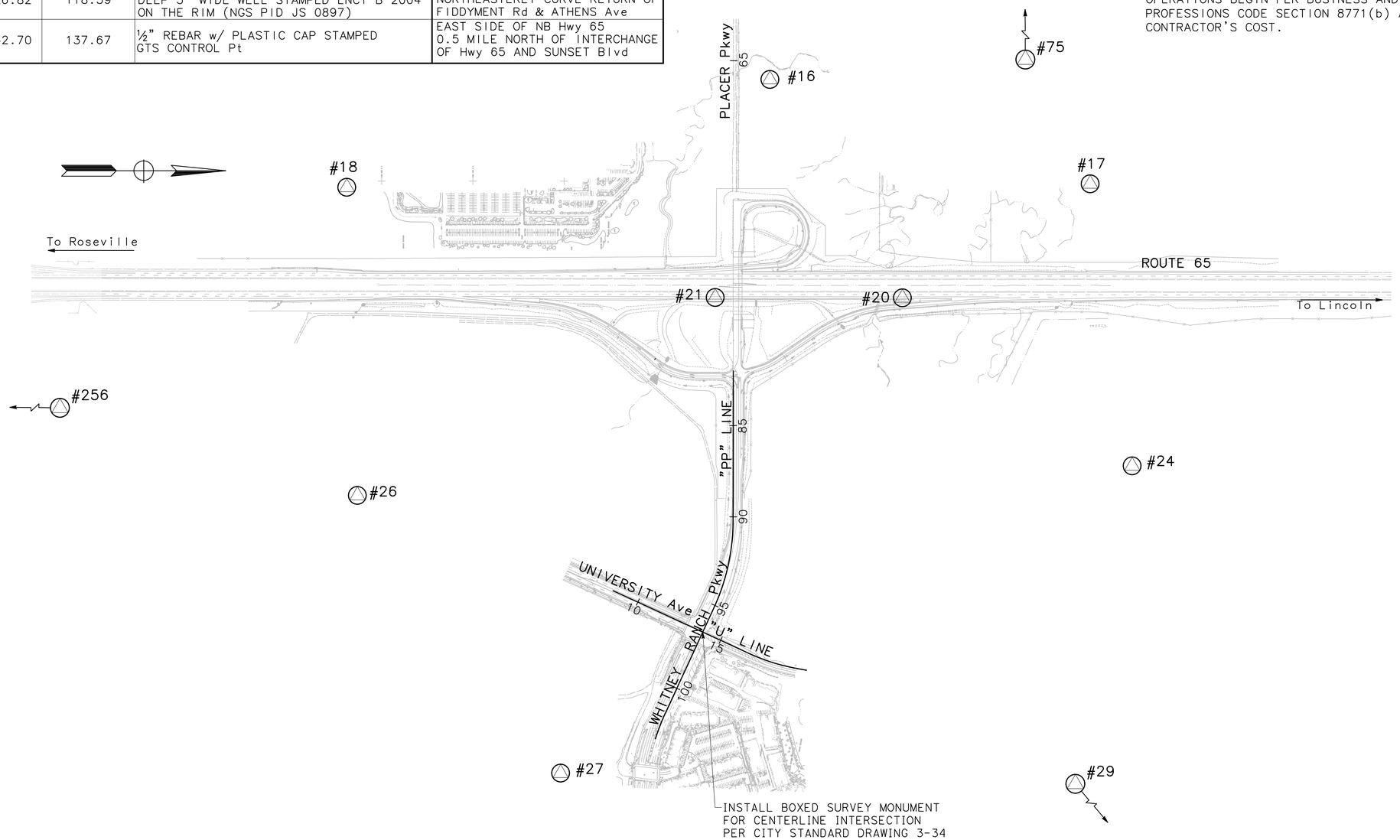
HORIZONTAL COORDINATES SHOWN ARE BASED ON CALIFORNIA STATE COORDINATE SYSTEM OF 1983, ZONE 2, EPOCH 2002.00.

ELEVATIONS SHOWN ARE NAVD88 BASED ON POINTS #75 (Elev 118.39') & #256 (Elev 137.67') FROM THE Hwy 65 @ SUNSET ROCKLIN PROJECT ASC 0720–014 PLA–65. EA 2A8200 FILED w/ CALTRANS DISTRICT 3.

AN AVERAGE COMBINED FACTOR OF 0.99993 WAS USED FOR THE PROJECT.

NOTES

1. FOR COMPLETE PROJECT CONTROL AND MONUMENTATION DATA, SEE THE SURVEY RECORDS ON FILE IN THE SURVEYS DEPARTMENT AT THE CALTRANS DISTRICT 3 OFFICE
2. CONTRACTOR SHALL COMPLY WITH BUSINESS AND PROFESSIONS CODE SECTION 8771(b) REGARDING REFERENCING, PRESERVING AND RECONSTRUCTING MONUMENTS, WHETHER OR NOT MONUMENTS ARE SHOWN IN THESE PLANS.
2. IF MONUMENT IS DAMAGED BY CONTRACTOR'S OPERATIONS, MONUMENT SHALL BE REPLACED BY A LICENSED LAND SURVEYOR AT CONTRACTOR'S COST.
3. ANY MONUMENT OR CONTROL POINT THAT MAY BE DISTURBED, DAMAGED OR COVERED DURING CONSTRUCTION MUST BE REFERENCED BEFORE OPERATIONS BEGIN PER BUSINESS AND PROFESSIONS CODE SECTION 8771(b) AT CONTRACTOR'S COST.



MARK THOMAS
516 GIBSON DR SUITE 230
ROSEVILLE, CA, 95678
(916) 381–9100 FAX:(916) 381–9180
markthomas.com

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
PROJECT CONTROL

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
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CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

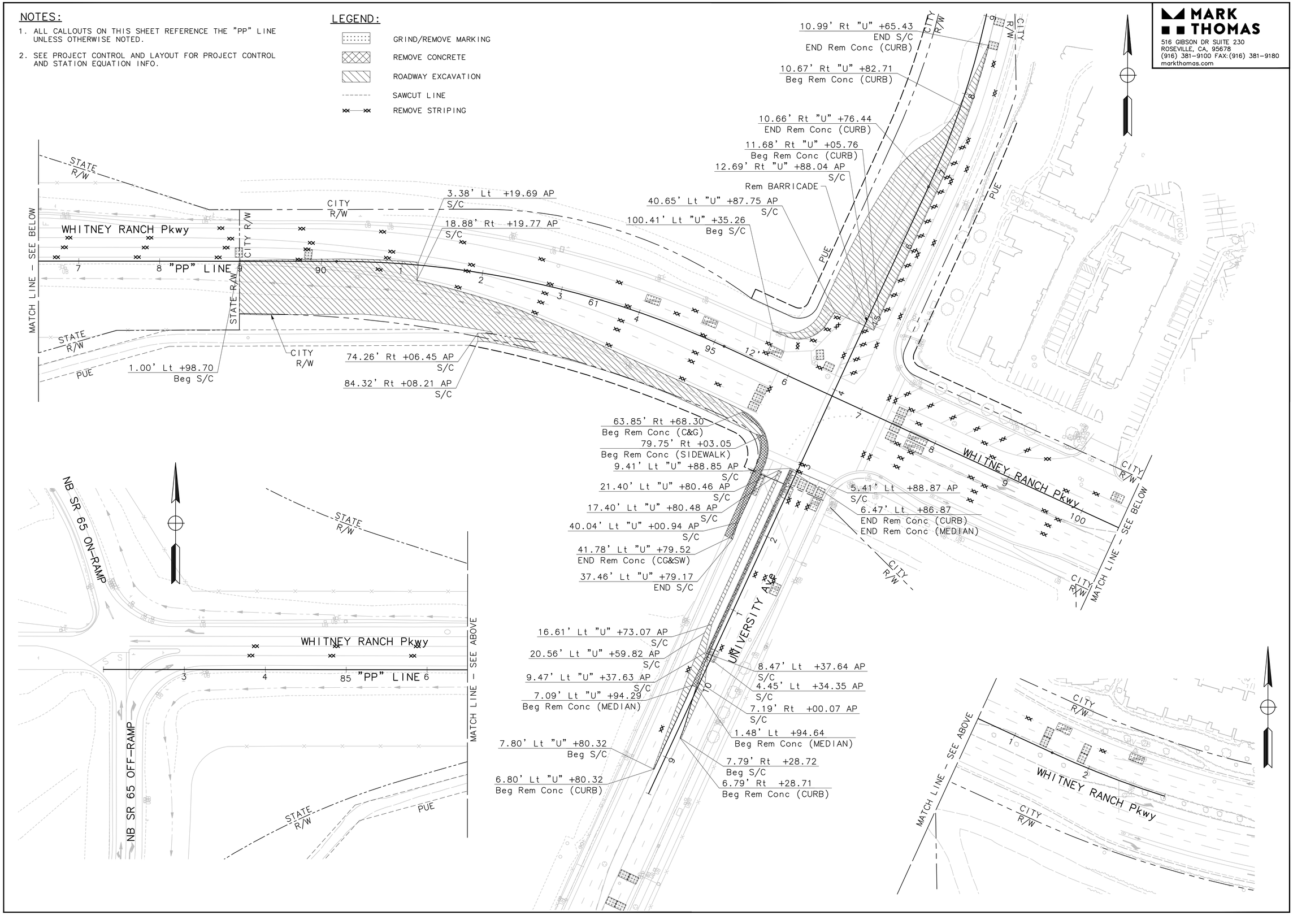
SCALE:
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: PC–1
SHEET: 4 OF 20

NOTES:

1. ALL CALLOUTS ON THIS SHEET REFERENCE THE "PP" LINE UNLESS OTHERWISE NOTED.
2. SEE PROJECT CONTROL AND LAYOUT FOR PROJECT CONTROL AND STATION EQUATION INFO.

LEGEND:

- GRIND/REMOVE MARKING
- REMOVE CONCRETE
- ROADWAY EXCAVATION
- SAWCUT LINE
- REMOVE STRIPING



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NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
DEMOLITION PLAN

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

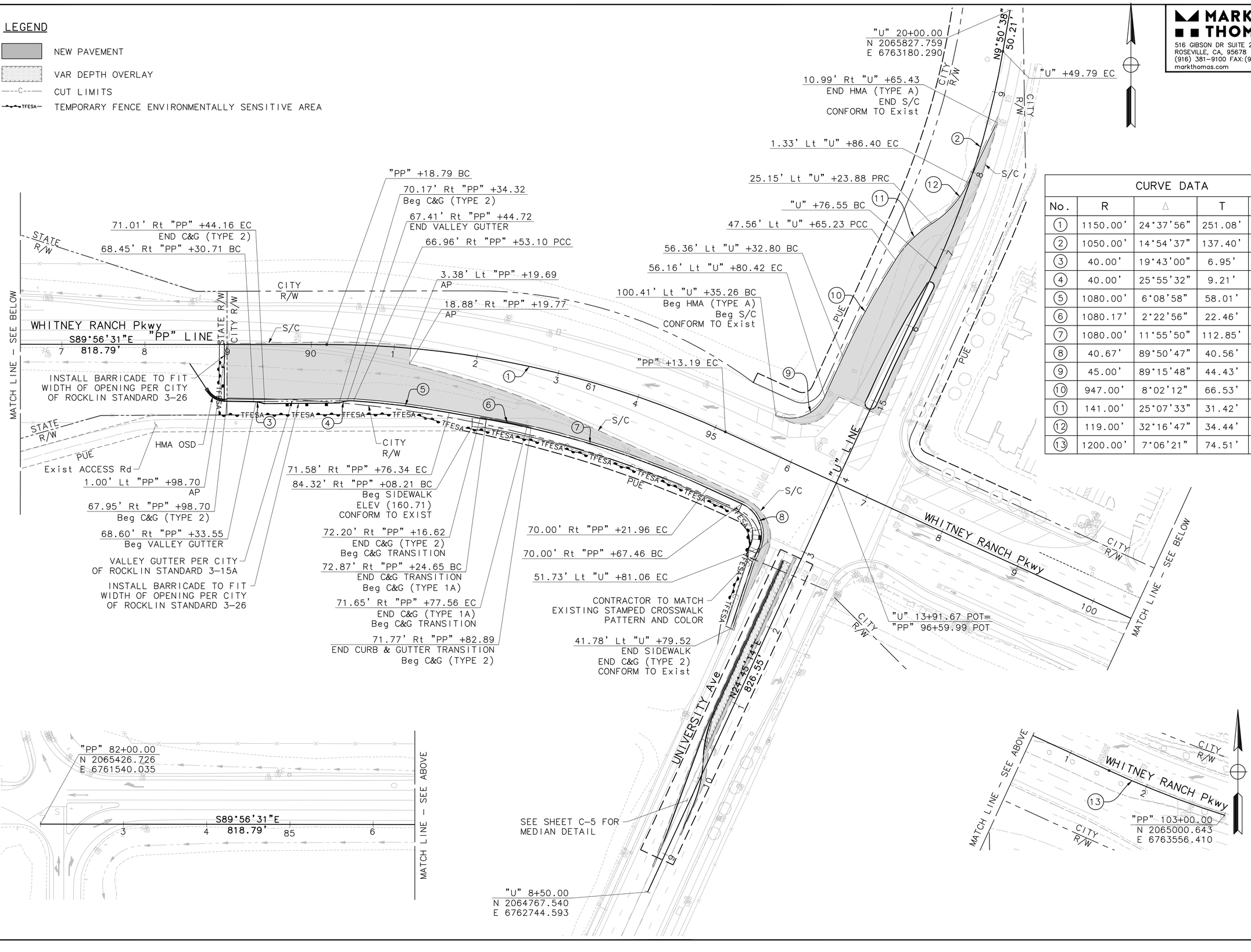
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: DM-1
SHEET: 5 OF 20

LEGEND

- NEW PAVEMENT
- VAR DEPTH OVERLAY
- ---C--- CUT LIMITS
- TFESA TEMPORARY FENCE ENVIRONMENTALLY SENSITIVE AREA



CURVE DATA				
No.	R	Δ	T	L
1	1150.00'	24°37'56"	251.08'	494.40'
2	1050.00'	14°54'37"	137.40'	273.24'
3	40.00'	19°43'00"	6.95'	13.76'
4	40.00'	25°55'32"	9.21'	18.10'
5	1080.00'	6°08'58"	58.01'	115.92'
6	1080.17'	2°22'56"	22.46'	44.91'
7	1080.00'	11°55'50"	112.85'	224.88'
8	40.67'	89°50'47"	40.56'	63.78'
9	45.00'	89°15'48"	44.43'	70.11'
10	947.00'	8°02'12"	66.53'	132.83'
11	141.00'	25°07'33"	31.42'	61.83'
12	119.00'	32°16'47"	34.44'	67.04'
13	1200.00'	7°06'21"	74.51'	148.83'

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markthomas.com

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
LAYOUT

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDWARD MUZYCHAK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

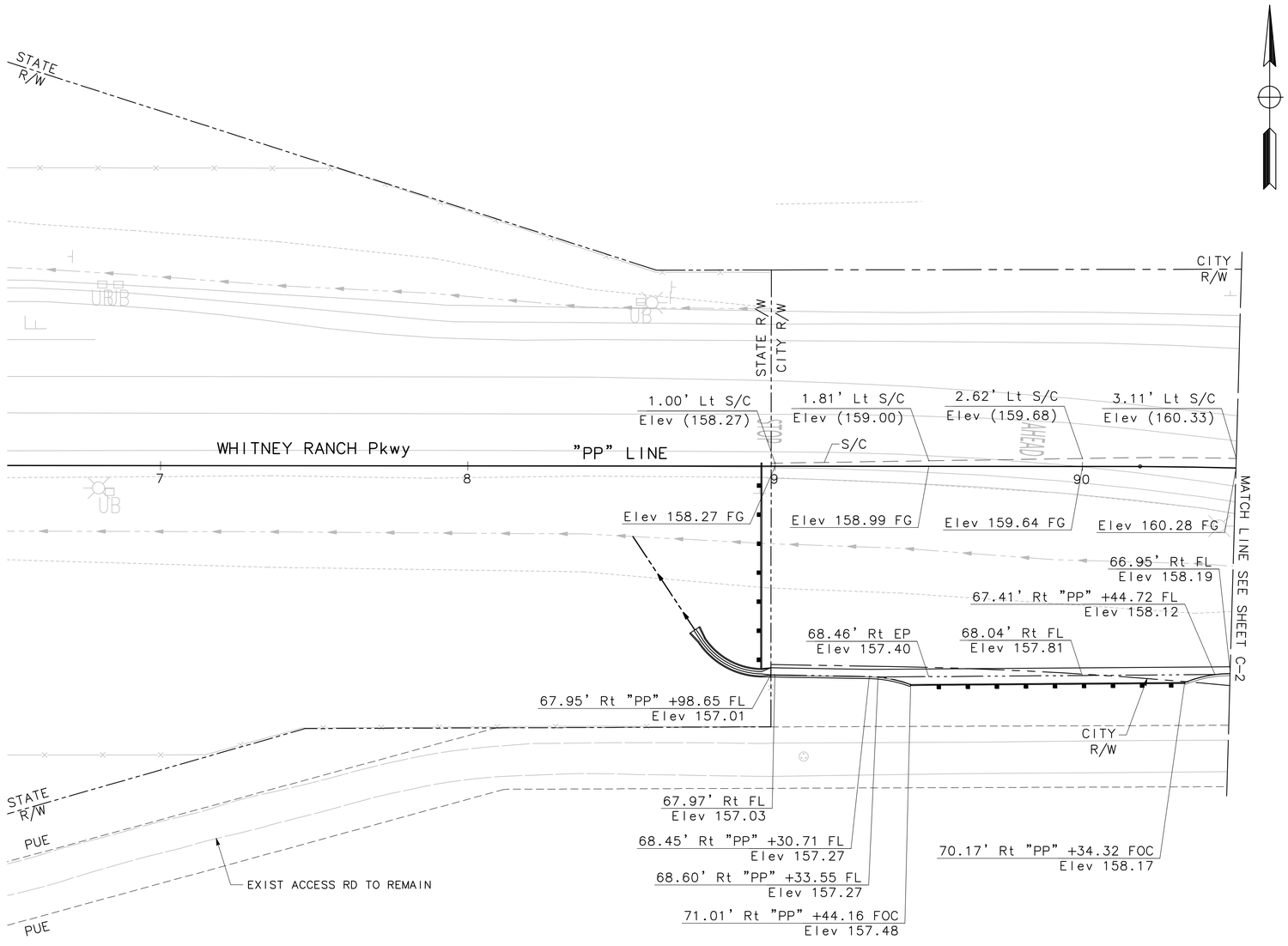
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: L-1
SHEET: 6 OF 20

NOTE:
ALL CALLOUTS AT 50 Ft STATIONS ON THE "PP" LINE UNLESS OTHERWISE NOTED.

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NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
CONSTRUCTION DETAILS

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

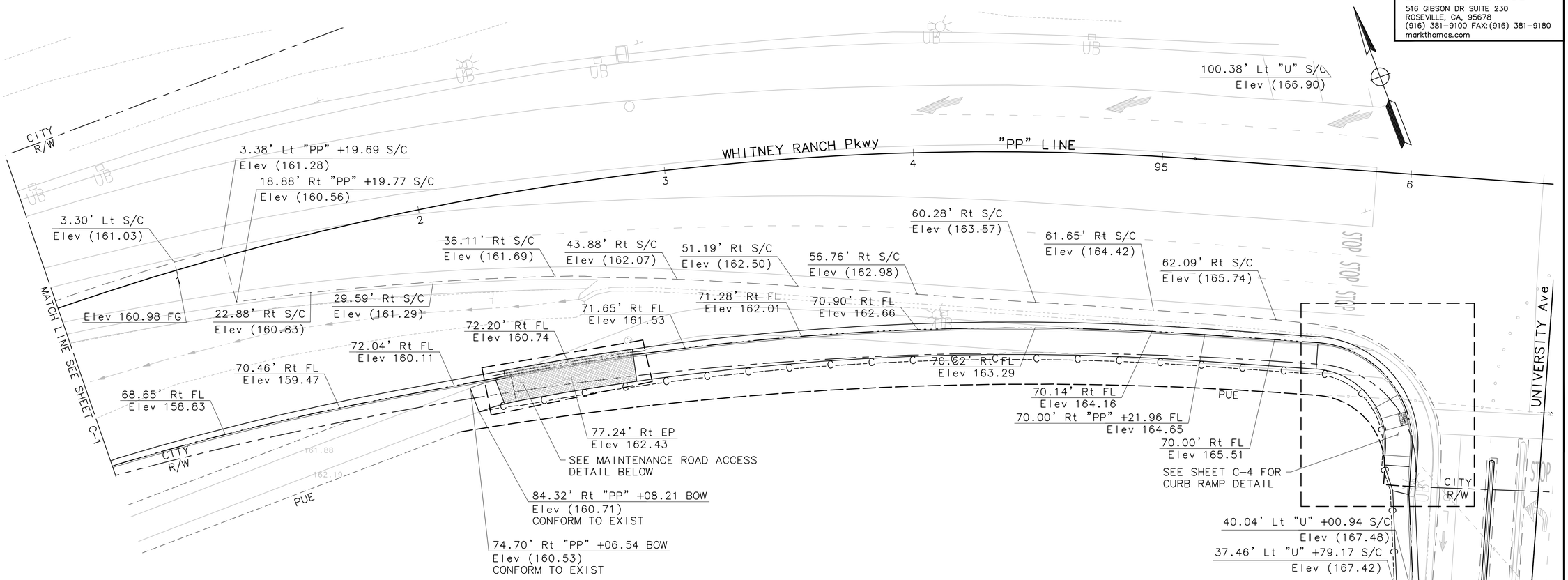
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

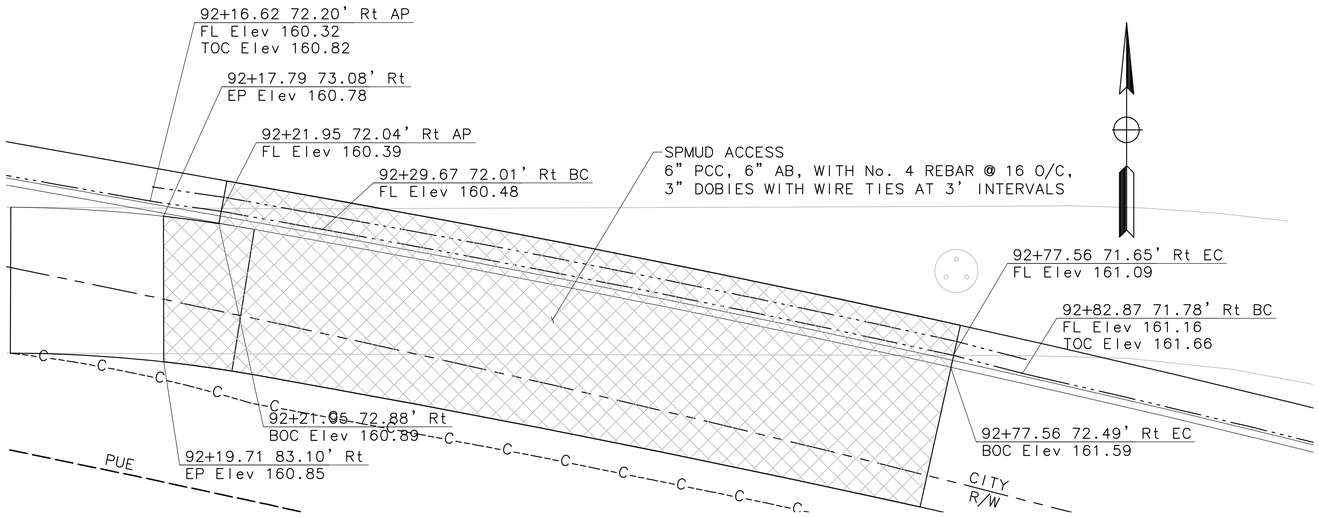
ROCKLIN
CALIFORNIA

SCALE: 1" = 20'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: C-1
SHEET: 7 OF 20

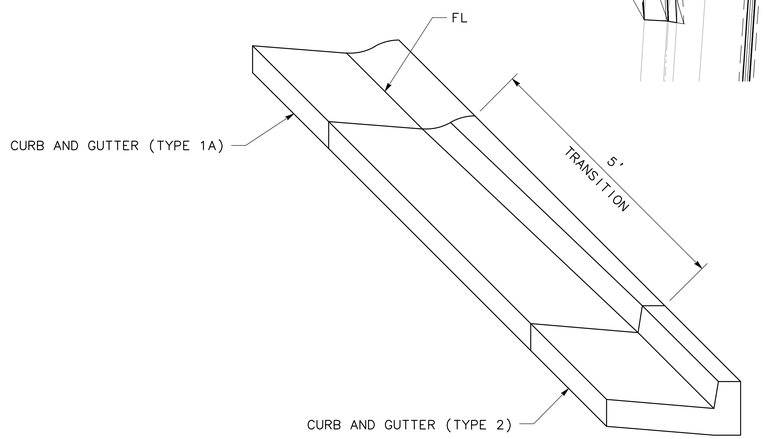
NOTE:
ALL CALLOUTS AT 50 Ft STATIONS ON THE "PP" LINE UNLESS OTHERWISE NOTED.

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MAINTENANCE ROAD ACCESS DETAIL
SCALE 1"=5'



CURB & GUTTER TRANSITION
NO SCALE

DESIGNED: EK	NO.	REVISION	BY	DATE
DRAWN: EK				
CHECKED: RS				
APPROVED: EM				
INITIALS				

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME: CONSTRUCTION DETAILS

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHAK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

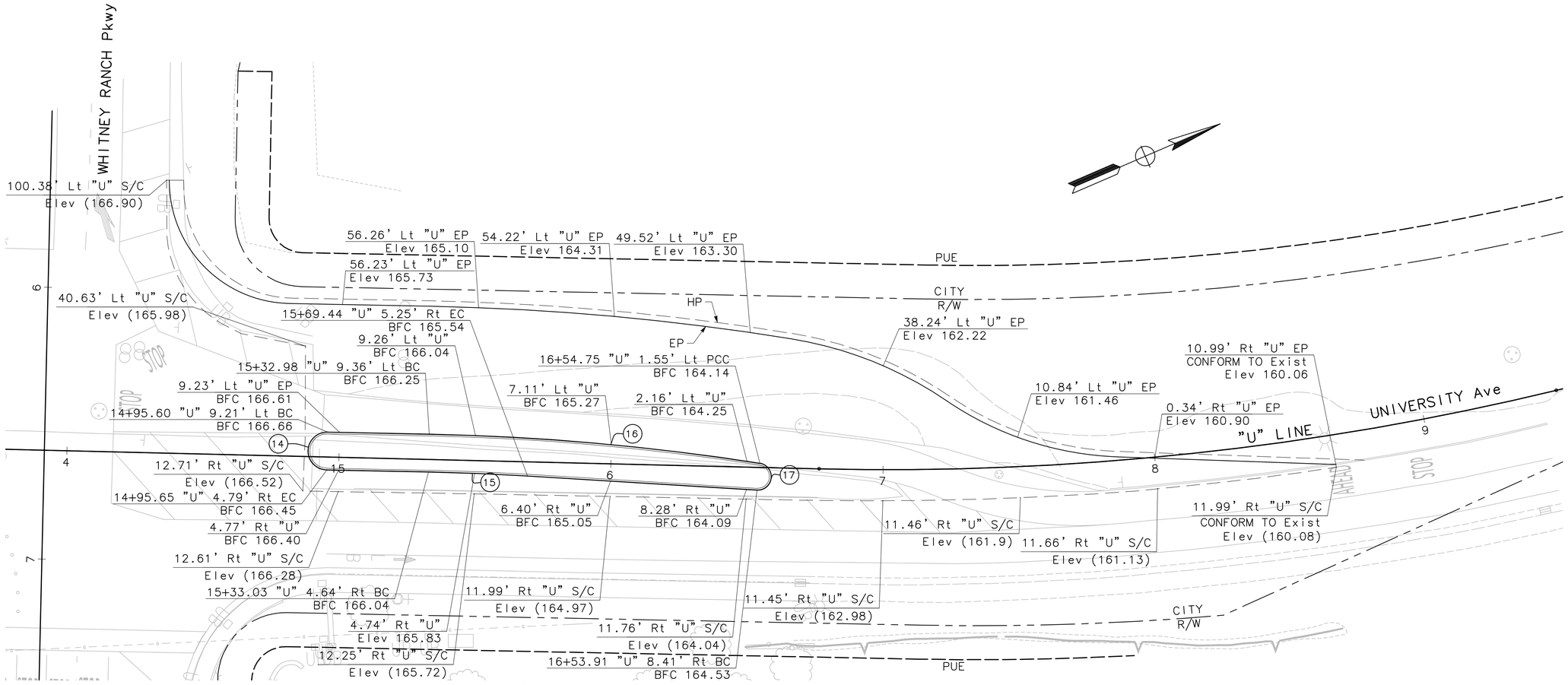
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 20'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: C-2
SHEET: 8 OF 20

NOTE:
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CURVE TABLE

CURVE #	RADIUS	DELTA	TANGENT	LENGTH
(14)	7.00'	180°00'00"	INFINITY'	21.99'
(15)	886.00'	2°21'19"	18.21'	36.42'
(16)	900.00'	7°46'27"	61.15'	122.12'
(17)	5.00'	174°34'52"	105.65'	15.24'

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME: CONSTRUCTION DETAILS

ROCKLIN COUNTY OF PLACER CALIFORNIA

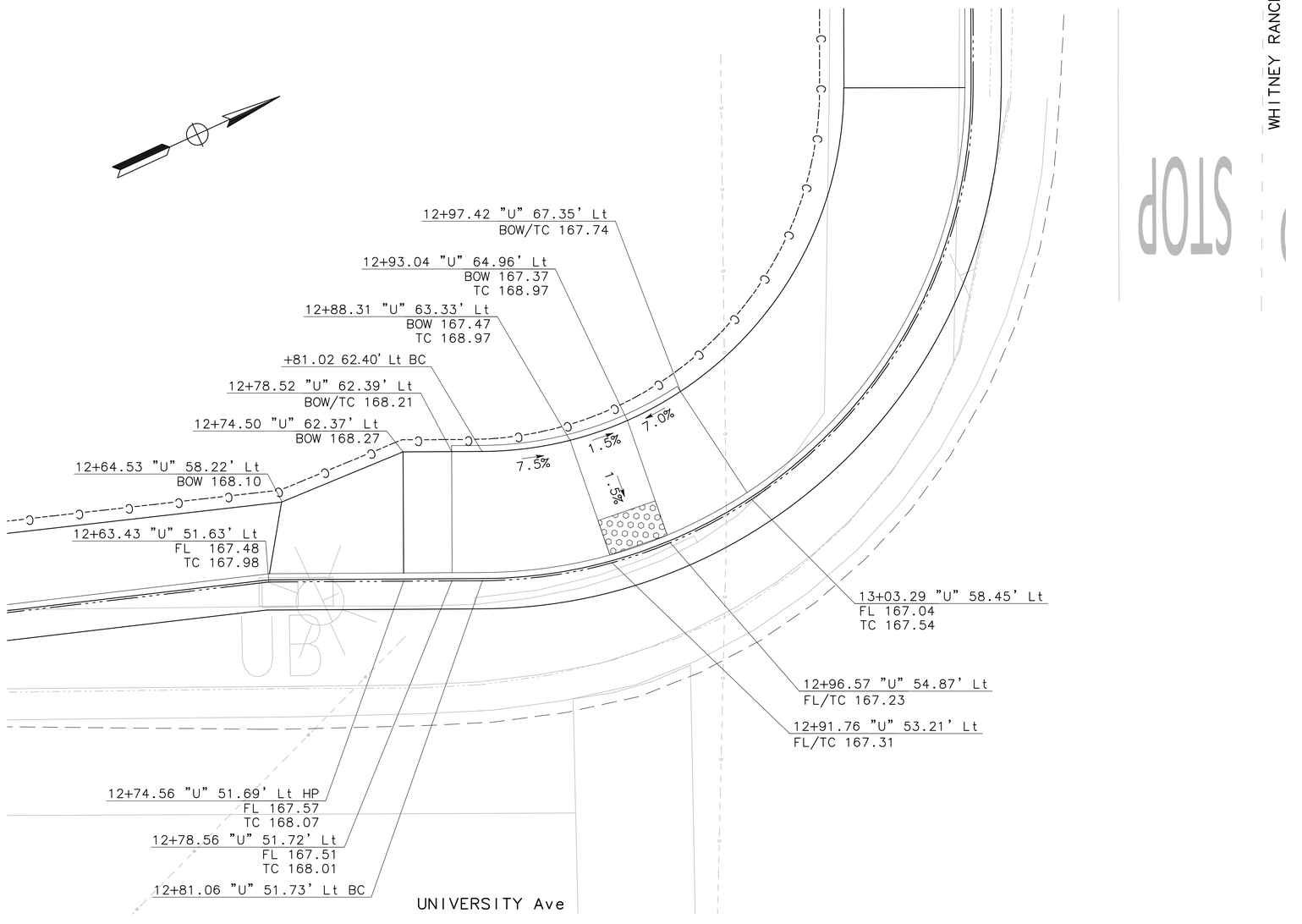
PROFESSIONAL ENGINEER
EDUARD MUZYCHKA
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1" = 20'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: C-3
SHEET: 9 OF 20

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CURB RAMP DETAIL

SCALE 1"=5'

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
CONSTRUCTION DETAILS

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

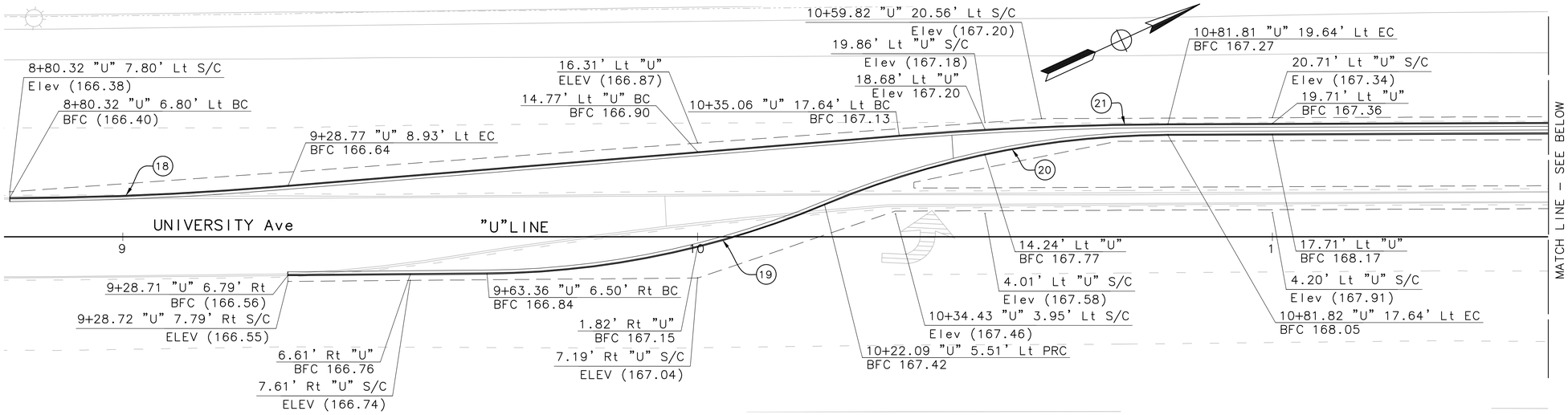
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1" = 5'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: C-4
SHEET: 10 OF 20

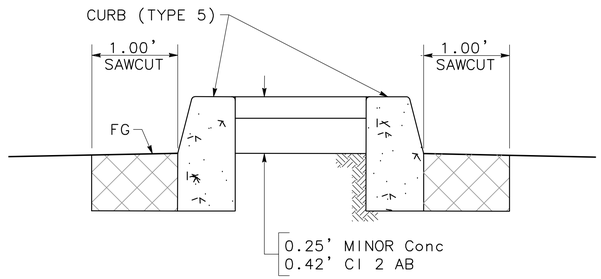
NOTE:
ALL CALLOUTS AT 50 Ft STATIONS UNLESS OTHERWISE NOTED.

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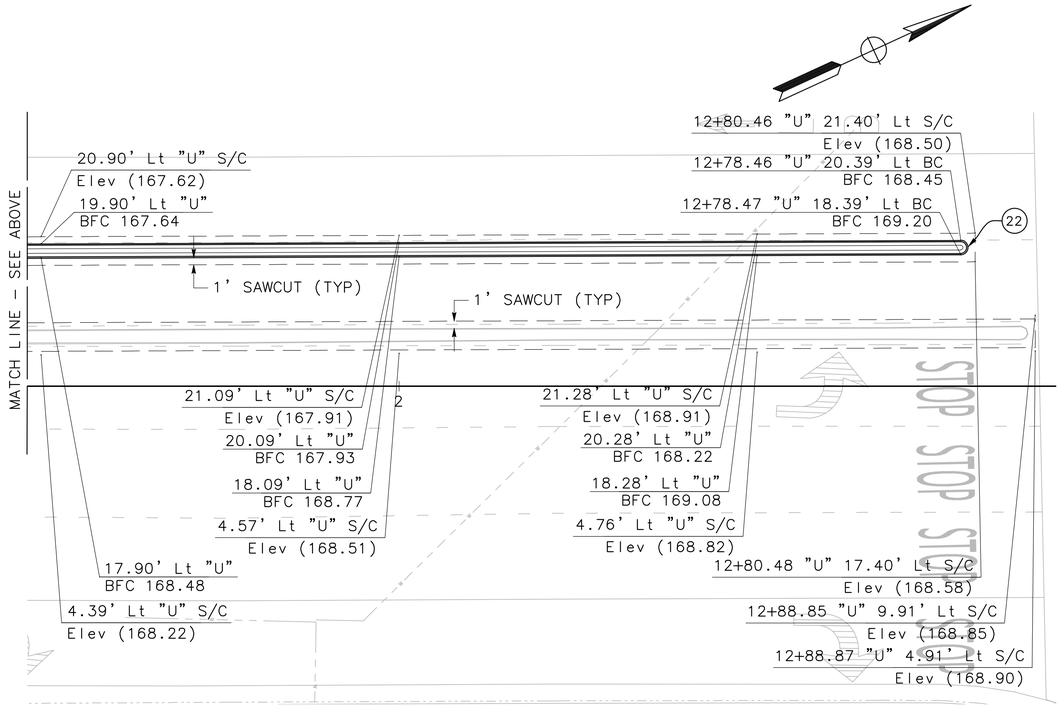


MEDIAN DETAIL
SCALE 1"=10'

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
(18)	601.11'	4°37'25"	24.27'	48.51'
(19)	156.00'	22°12'31"	30.62'	60.47'
(20)	156.00'	22°28'24"	30.99'	61.19'
(21)	600.00'	4°28'10"	23.41'	46.81'
(22)	1.00'	180°00'00"	INFINITY'	3.14'



MEDIAN WITH CURB (TYPE 5)
NO SCALE



NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
CONSTRUCTION DETAILS

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDWARD MUZYCHAK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

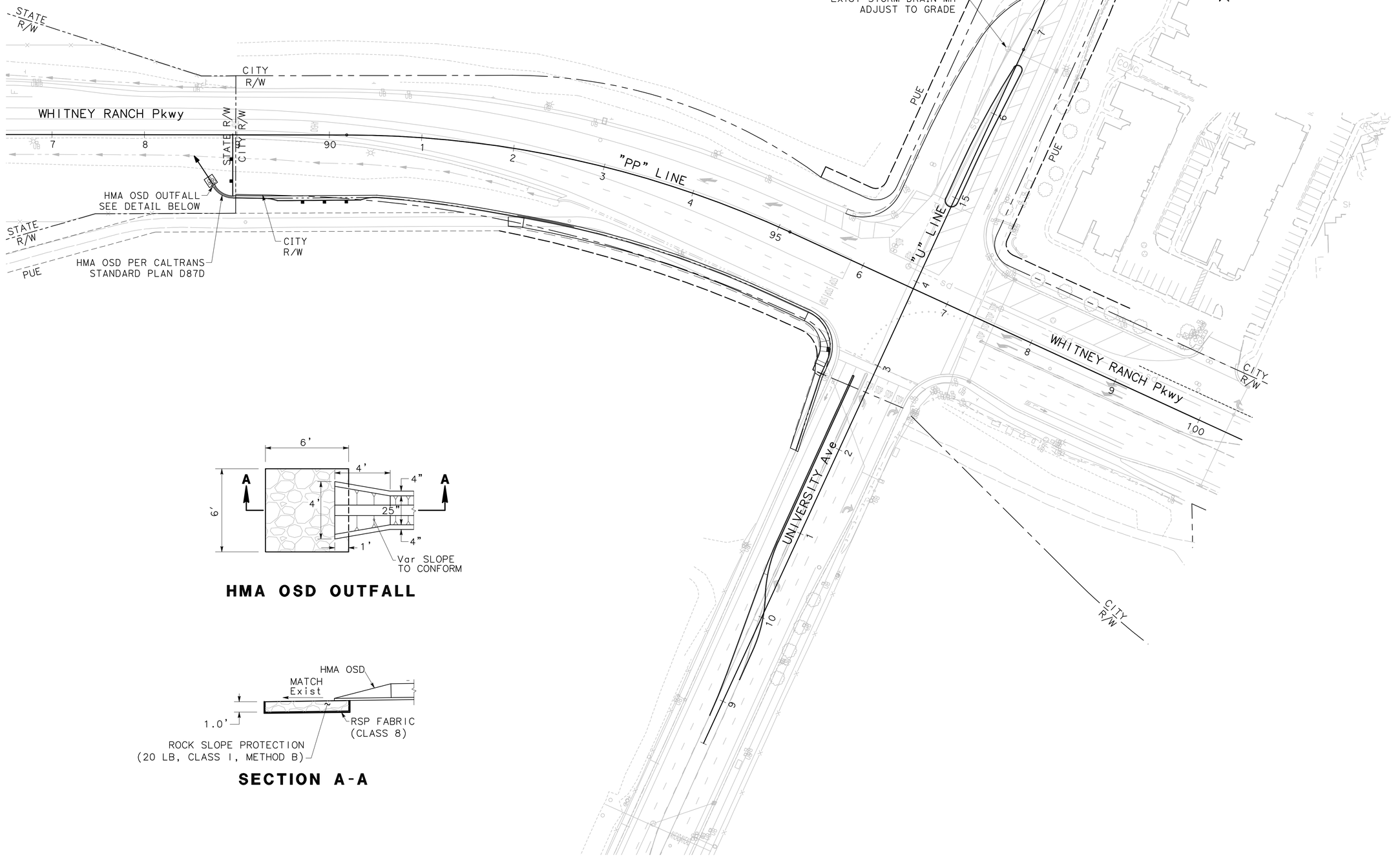
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1" = 10'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: C-5
SHEET: 11 OF 20

LEGEND

- No — DRAINAGE SYSTEM NUMBER
- ⓐ — DRAINAGE UNIT
- DITCH/TOE GUTTER FLOW LINE
- GRADE TO DRAIN
- EXISTING DITCH
- ROCK SLOPE PROTECTION



HMA OSD OUTFALL

SECTION A-A

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markthomas.com

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME: DRAINAGE PLAN

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHKA
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

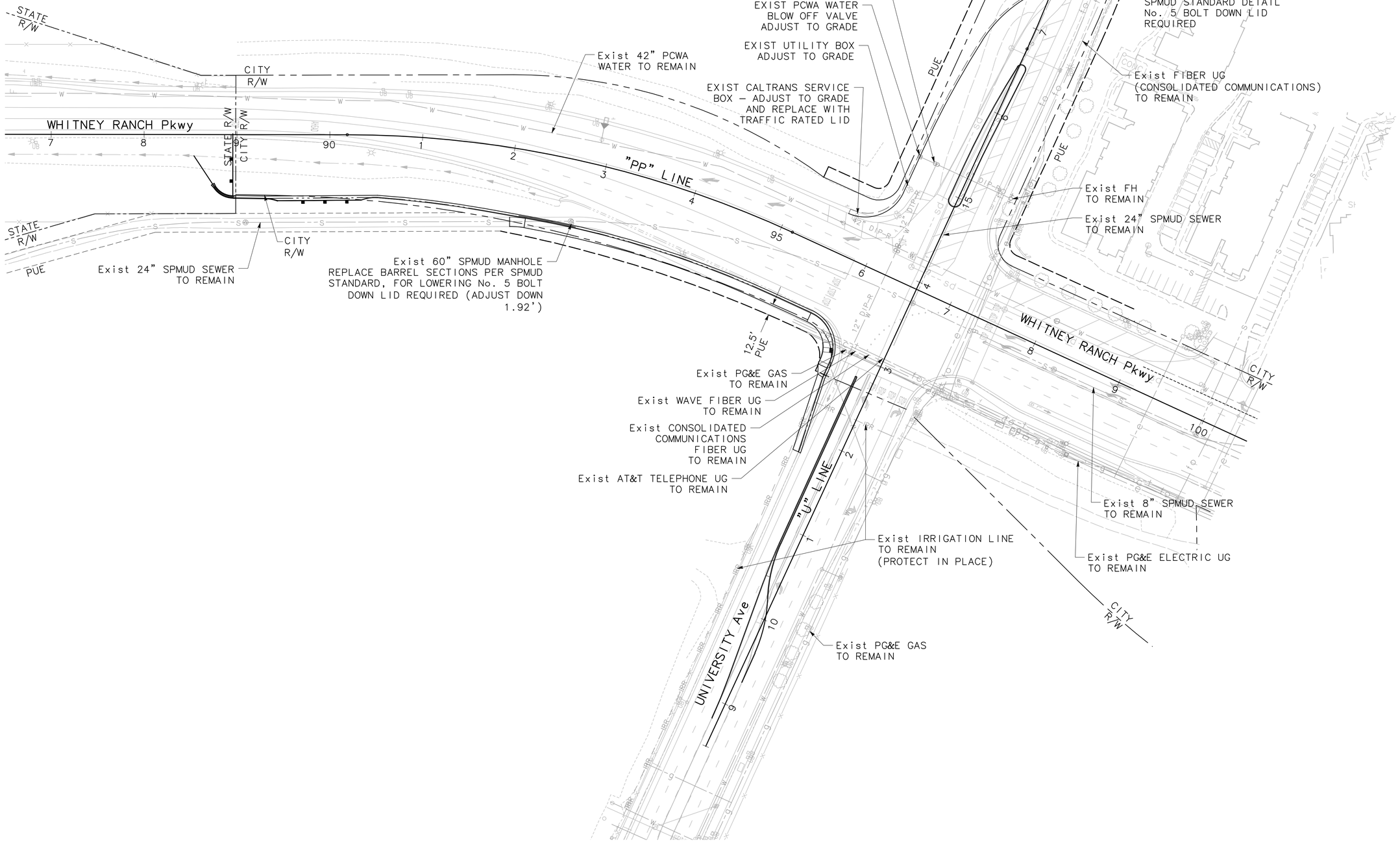
SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: D-1
SHEET: 12 OF 20

NOTES:

1. LOCATIONS OF UTILITY FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR BY CONTACTING THE REGIONAL NOTIFICATION CENTER (USA) AT LEAST 48 HOURS (2 WORKING DAYS) PRIOR TO CONSTRUCTION.

LEGEND:

- SEWER (GRAVITY) – EXISTING (SPMUD)
- ELECTRICAL UNDERGROUND – EXISTING (PG&E)
- GAS – EXISTING (PG&E)
- PETROLEUM – EXISTING (KINDER MORGAN)
- WATER – EXISTING (PCWA)
- TELEPHONE – EXISTING (AT&T)
- TELEVISION – EXISTING (CENTURY LINK–QUEST)
- COMMUNICATION – EXISTING (CONSOLIDATED COMMUNICATIONS–CCI)
- FIBER OPTIC – EXISTING (WAVE)
- IRRIGATION – EXISTING
- FIRE HYDRANT – EXISTING



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NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME: **WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION**

DRAWING NAME: **UTILITY PLAN**

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

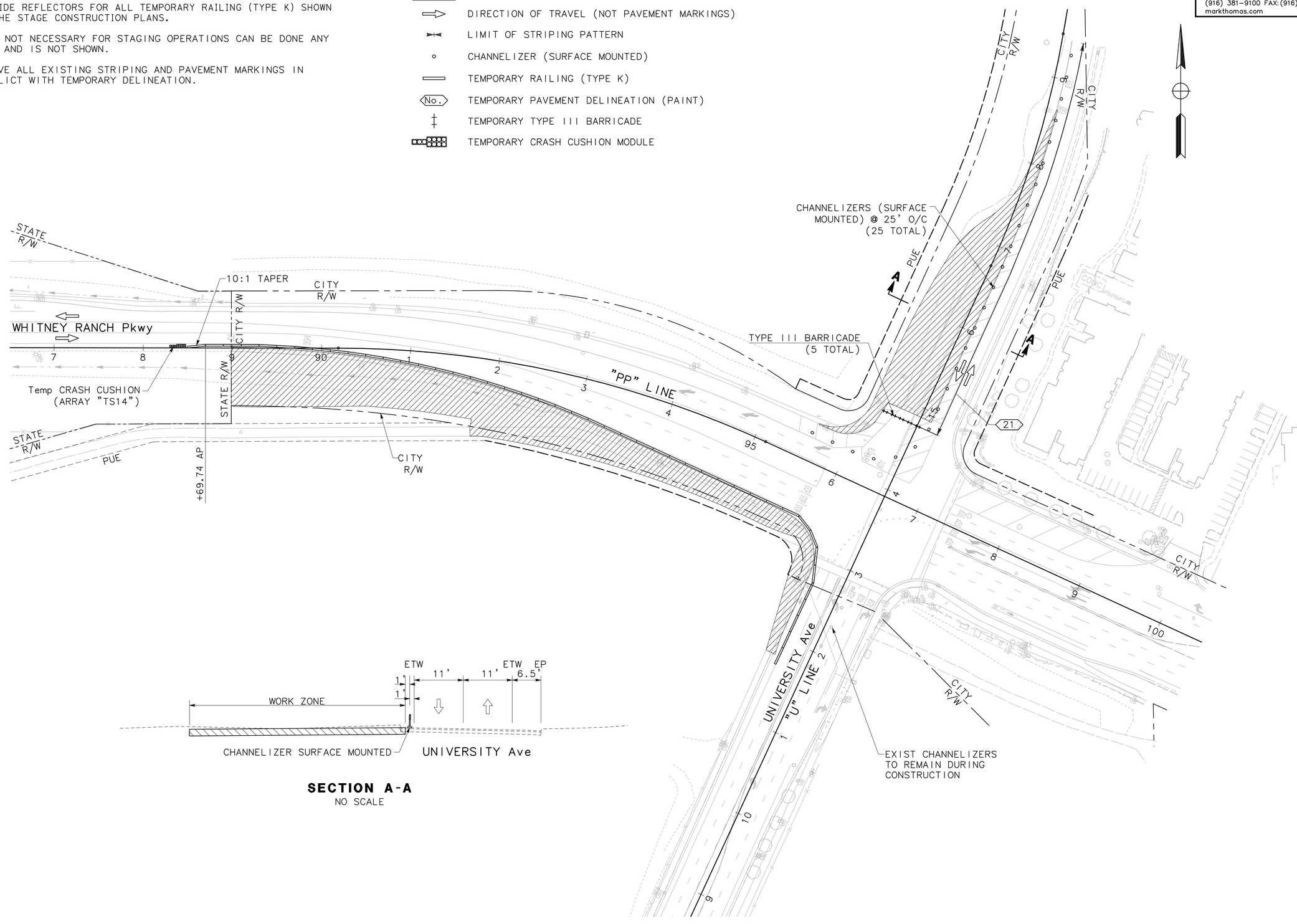
SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: U–1
SHEET: 13 OF 20

NOTES:

1. REFER TO SPECIAL PROVISIONS FOR LIMITATIONS OF WORK PERIODS.
2. PROVIDE REFLECTORS FOR ALL TEMPORARY RAILING (TYPE K) SHOWN ON THE STAGE CONSTRUCTION PLANS.
3. WORK NOT NECESSARY FOR STAGING OPERATIONS CAN BE DONE ANY TIME AND IS NOT SHOWN.
4. REMOVE ALL EXISTING STRIPING AND PAVEMENT MARKINGS IN CONFLICT WITH TEMPORARY DELINEATION.

LEGEND

- ROADWAY CONSTRUCTION
- DIRECTION OF TRAVEL (NOT PAVEMENT MARKINGS)
- LIMIT OF STRIPING PATTERN
- CHANNELIZER (SURFACE MOUNTED)
- TEMPORARY RAILING (TYPE K)
- No. TEMPORARY PAVEMENT DELINEATION (PAINT)
- TEMPORARY TYPE III BARRICADE
- TEMPORARY CRASH CUSHION MODULE



SECTION A-A
NO SCALE

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NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION

DRAWING NAME: STAGE CONSTRUCTION (STAGE 1)

ROCKLIN COUNTY OF PLACER CALIFORNIA

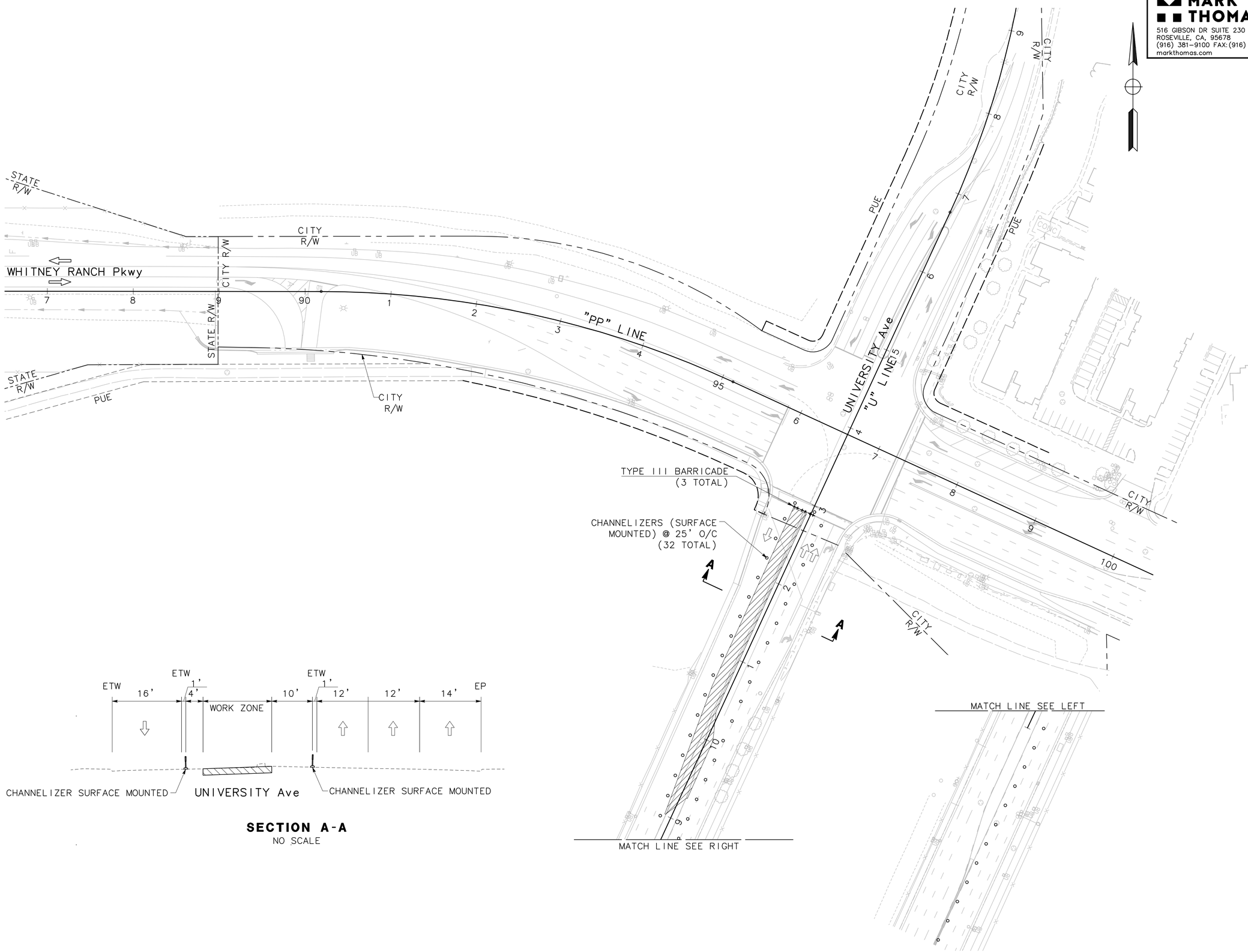
REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: SC-1
SHEET: 14 OF 20

MARK THOMAS
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ROSEVILLE, CA, 95678
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markthomas.com



SECTION A-A
NO SCALE

NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME
WHITNEY RANCH PARKWAY WIDENING
INTERIM CONDITION

DRAWING NAME
STAGE CONSTRUCTION (STAGE 2)

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
EDUARD MUZYCHUK
No. 90738
Exp. 12/31/25
CIVIL
STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT
DEPARTMENT

ROCKLIN
CALIFORNIA

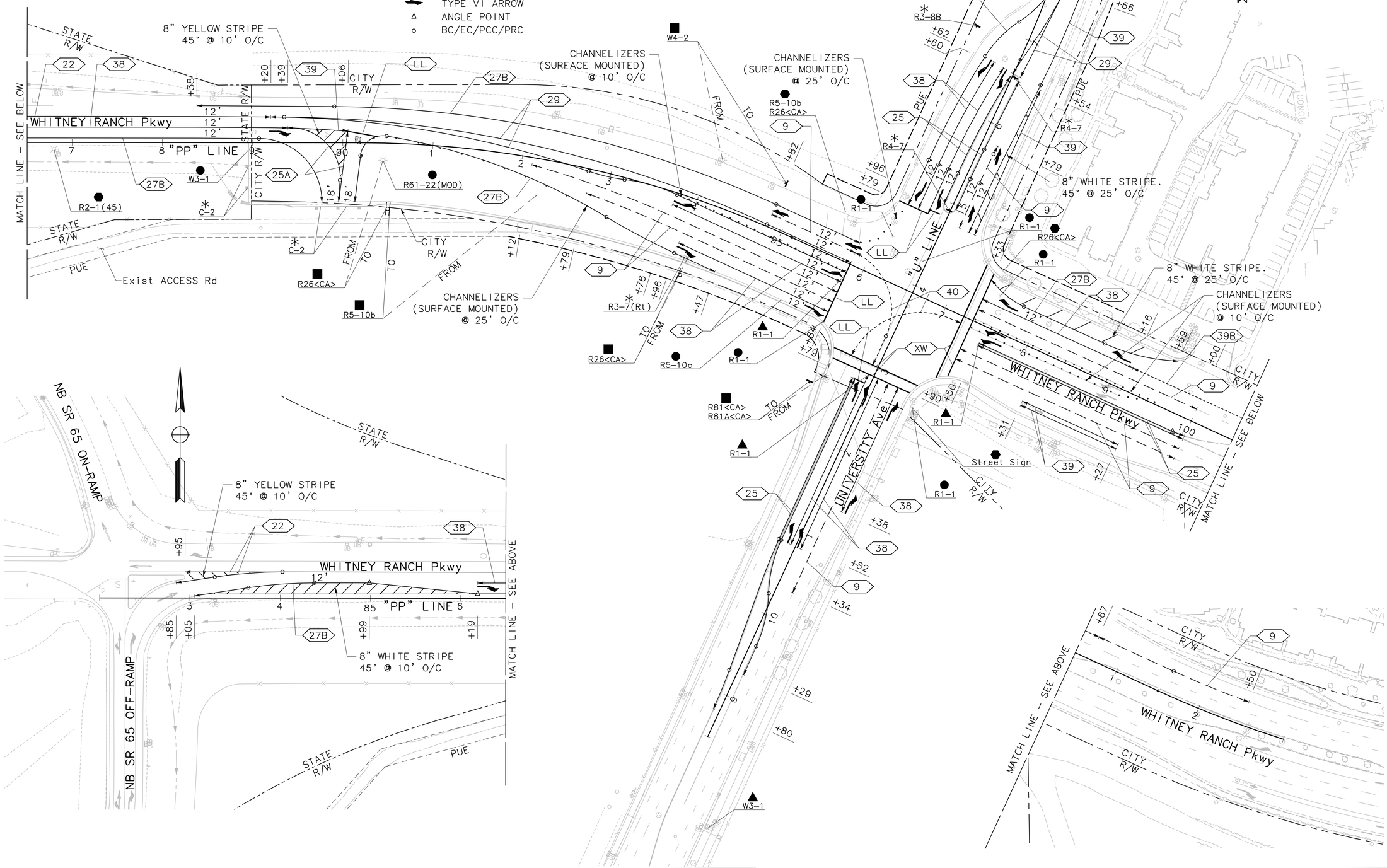
SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: SC-2
SHEET: 15 OF 20

NOTES:

1. DELINEATORS ARE TYPE G-1 UNLESS OTHERWISE NOTED.
2. ALL STRIPES AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REMOVE ANY EXISTING CONFLICTING STRIPING, PAVEMENT MARKERS, MARKINGS AND DELINEATORS, INCLUDING STOP, STOP AHEAD & OTHER STRIPING AS DIRECTED BY THE ENGINEER.

LEGEND (PAVEMENT DELINEATION)

- LIMIT OF STRIPING PATTERN
- DELINEATOR OR OBJECT MARKER
- No. PAVEMENT DELINEATION DETAIL
- LL LIMIT LINE
- XW CROSS WALK
- TYPE III ARROW
- TYPE VI ARROW
- ANGLE POINT
- BC/EC/PCC/PRC
- INSTALL ROADSIDE SIGN
- REMOVE ROADSIDE SIGN
- RELOCATE ROADSIDE SIGN
- ROADSIDE SIGN TO REMAIN
- SALVAGE SIGN & SOLAR PANEL SYSTEM TO CITY



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NO.	REVISION	BY	DATE

DESIGNED: EK
DRAWN: EK
CHECKED: RS
APPROVED: EM
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION

DRAWING NAME: SIGNING AND STRIPING PLAN

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER EDUARD MUZYCHUK No. 90738 Exp. 12/31/25 CIVIL STATE OF CALIFORNIA

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1" = 50'
DATE: 8/5/24
CITY PROJECT NO.: 50081
DRAWING: SS-1
SHEET: 16 OF 20

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY OF ROCKLIN STANDARD CONSTRUCTION SPECIFICATIONS, IMPROVEMENT STANDARDS, AND STANDARD DRAWINGS, THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND STANDARD SPECIFICATIONS, CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), SIGN SPECIFICATION SHEETS, AND THE SPECIAL PROVISIONS..
2. THE CONTRACTOR SHALL NOT BEGIN ANY WORK SHOWN ON THESE PLANS UNTIL THE CITY ENGINEER'S SIGNATURE OF APPROVAL IS AFFIXED HEREON AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.
3. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING THE LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, OWNER OR ENGINEER.
4. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH PLACEMENT OF IMPROVEMENTS SHOWN ON THIS PLAN. CALL "UNDERGROUND SERVICE ALERT" AT 811 (PHONE 800–227–2600) OR THROUGH THE WEBSITE AT HTTP://USANORTH811.ORG 48 HOURS IN ADVANCE OF ANY EXCAVATION.
5. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH THE CONTRACTOR MAY DISCOVER, BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF THE IMPROVEMENTS. THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATION OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT TO THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.
7. THE CONTRACTOR SHALL NOTIFY THE CITY OF ROCKLIN'S PUBLIC SERVICES INSPECTORS MON.–FRI. 8:00 A.M. TO 4:00 P.M. AT (916) 625–5500 FOR A PRECONSTRUCTION MEETING 48 HOURS IN ADVANCE OF STARTING ANY CONSTRUCTION ACTIVITIES, PLACER COUNTY WATER AGENCY AND SOUTH PLACER MUNICIPAL UTILITY DISTRICT REQUIRE AT LEAST 48–HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE NOTICE SHALL BE GIVEN 48–HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.
8. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL TIMES.
9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENTS WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.
11. SIGNAL STANDARD, CONDUIT, PULL BOX, AND LOOP DETECTOR LOCATIONS ARE APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER IN THE FIELD PRIOR TO EXCAVATION.
12. ALL PULL BOXES SHALL BE #5 UNLESS SHOWN OTHERWISE. PULL BOXES SHALL BE REINFORCED CONCRETE. ALL PULL BOXES SHALL BE ADJUSTED TO MATCH THE FINISHED SIDEWALK OR SHOULDER GRADE. REFER TO CITY STANDARD DRAWING 7–6.
13. ALL SALVAGED SIGNS AND EQUIPMENT SHALL BE DELIVERED TO CITY OF ROCKLIN MAINTENANCE YARD.
14. CONTRACTOR SHALL LAY OUT AND CAT–TRACK THE PROPOSED STRIPING PRIOR TO INSTALLATION OF THE DETECTOR LOOPS AND TRAFFIC SIGNAL POLE FOUNDATIONS. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY AND HAVE THE CITY ENGINEER REVIEW THE DETECTOR LAYOUT PRIOR TO DETECTION INSTALLATION.
15. ALL CONDUCTORS AND THEIR TERMINATIONS SHALL BE CLEARLY MARKED.
16. LANE CLOSURES SHALL BE AS APPROVED BY THE CITY ENGINEER. TRAFFIC CONTROL SHALL BE PER THE CA MUTCD.
17. EXISTING SIDEWALK SHALL BE SAW–CUT AND REPLACED TO NEAREST SCORE MARK AS REQUIRED FOR FOUNDATION, PULL BOX AND CONDUIT INSTALLATION. WHEELCHAIR RAMPS SHALL BE REPLACED BY THE CONTRACTOR IF DAMAGED.
18. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL EQUIPMENT AND MATERIALS NECESSARY TO MAKE THE SYSTEM COMPLETE AND OPERABLE AS SHOWN IN THE PHASE DIAGRAM.
19. ALL SIGNAL HEADS SHALL BE 12". BACKPLATES SHALL BE METAL, LOUVERED WITH YELLOW RETROREFLECTIVE TAPE.
20. ALL SIGNAL AND PEDESTRIAN INDICATIONS SHALL BE LED DISPLAY. LED UNITS SHALL BE APPROVED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND SHALL COME WITH A 6 YEAR WARRANTY FOR DEFECTS INCLUDING LIGHT DEGRADATION.
21. FEHR AND PEERS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS SHALL BE IN WRITING AND MUST BE APPROVED BY THE CITY ENGINEER.
22. THE CONTRACTOR SHALL VERIFY ALL STREET NAMES AND THEIR CORRECT SPELLING WITH THE FIRE DEPARTMENT AND BUILDING DIVISION BEFORE ORDERING STREET NAME SIGNS.
23. THE CONTRACTOR SHALL FURNISH ADDITIONAL TRAFFIC SIGNAL EQUIPMENT AS IDENTIFIED IN THE SPECIAL PROVISIONS.

LEGEND

SEE CALTRANS STANDARD PLANS ES–1A, ES–1B, AND RSP ES–1C.

ABBREVIATIONS

PG&E – PACIFIC GAS AND ELECTRIC

ALSO SEE CALTRANS STANDARD PLANS A3A, A3B, AND A3C.

FEHR PEERS
1013 Galleria Boulevard Suite 255 Roseville, CA 95678 (916) 773-1900

NO.	REVISION	BY	DATE

		INITIALS
DESIGNED	NH/KC	
DRAWN	NH/EG	
CHECKED	KC	
APPROVED		

PROJECT NAME: **WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION**

DRAWING NAME: **TRAFFIC SIGNAL AND LIGHTING GENERAL NOTES**

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KRISTIN D. CALVIN — No. 62461 Exp. 9/30/25 — CIVIL — STATE OF CALIFORNIA

7/16/2024

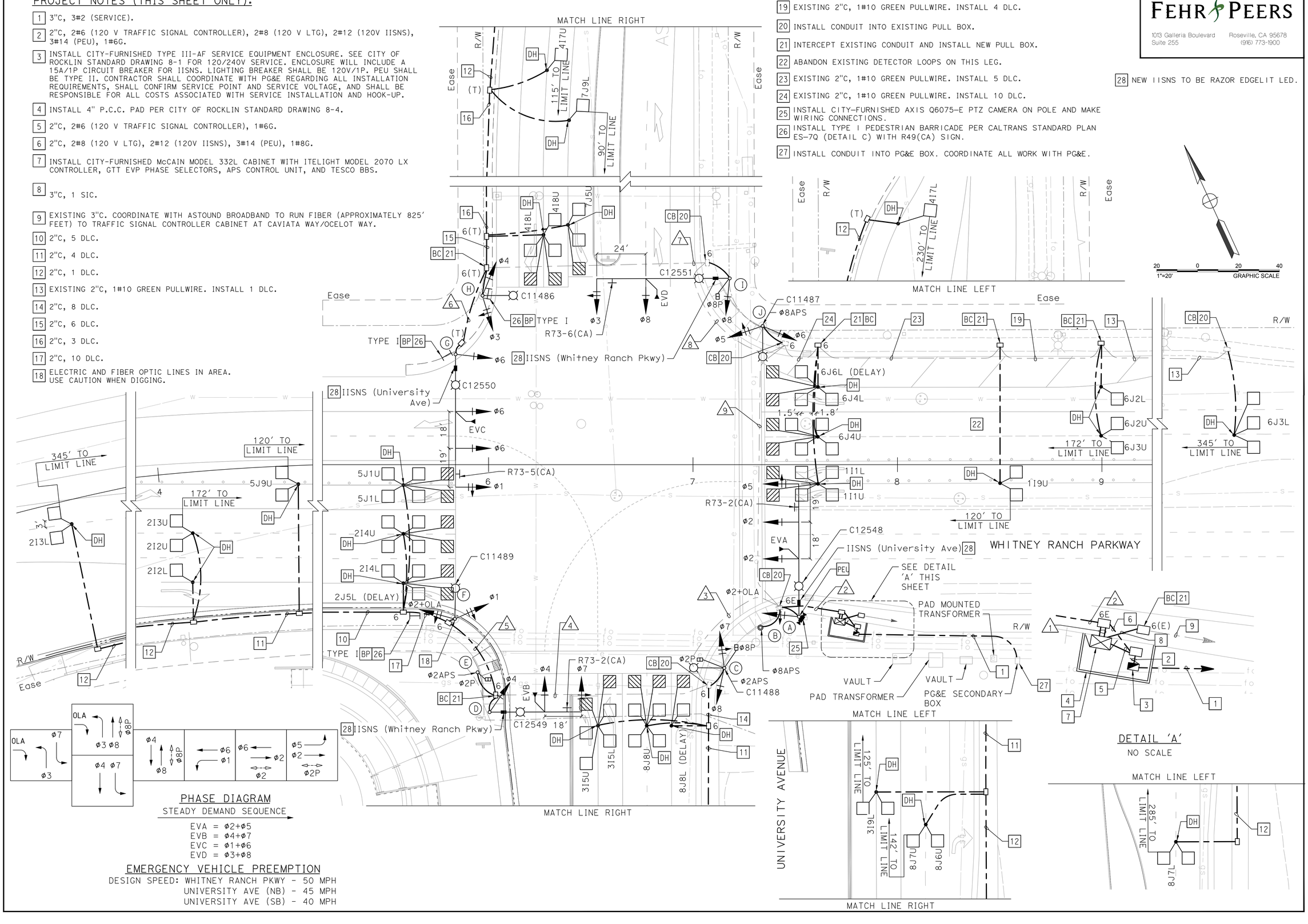
CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE:	N/A
DATE:	7/16/2024
CITY PROJECT NO.:	50081
DRAWING:	E–1
SHEET:	17 OF 20

PROJECT NOTES (THIS SHEET ONLY):

1. 3"C, 3#2 (SERVICE).
2. 2"C, 2#6 (120 V TRAFFIC SIGNAL CONTROLLER), 2#8 (120 V LTG), 2#12 (120V IISNS), 3#14 (PEU), 1#6G.
3. INSTALL CITY-FURNISHED TYPE III-AF SERVICE EQUIPMENT ENCLOSURE. SEE CITY OF ROCKLIN STANDARD DRAWING 8-1 FOR 120/240V SERVICE. ENCLOSURE WILL INCLUDE A 15A/1P CIRCUIT BREAKER FOR IISNS. LIGHTING BREAKER SHALL BE 120V/1P. PEU SHALL BE TYPE II. CONTRACTOR SHALL COORDINATE WITH PG&E REGARDING ALL INSTALLATION REQUIREMENTS, SHALL CONFIRM SERVICE POINT AND SERVICE VOLTAGE, AND SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SERVICE INSTALLATION AND HOOK-UP.
4. INSTALL 4" P.C.C. PAD PER CITY OF ROCKLIN STANDARD DRAWING 8-4.
5. 2"C, 2#6 (120 V TRAFFIC SIGNAL CONTROLLER), 1#6G.
6. 2"C, 2#8 (120 V LTG), 2#12 (120V IISNS), 3#14 (PEU), 1#8G.
7. INSTALL CITY-FURNISHED McCAIN MODEL 332L CABINET WITH ITELIGHT MODEL 2070 LX CONTROLLER, GTT EVP PHASE SELECTORS, APS CONTROL UNIT, AND TESCO BBS.
8. 3"C, 1 SIC.
9. EXISTING 3"C. COORDINATE WITH ASTOUND BROADBAND TO RUN FIBER (APPROXIMATELY 825' FEET) TO TRAFFIC SIGNAL CONTROLLER CABINET AT CAVIATA WAY/OCELOT WAY.
10. 2"C, 5 DLC.
11. 2"C, 4 DLC.
12. 2"C, 1 DLC.
13. EXISTING 2"C, 1#10 GREEN PULLWIRE. INSTALL 1 DLC.
14. 2"C, 8 DLC.
15. 2"C, 6 DLC.
16. 2"C, 3 DLC.
17. 2"C, 10 DLC.
18. ELECTRIC AND FIBER OPTIC LINES IN AREA. USE CAUTION WHEN DIGGING.
19. EXISTING 2"C, 1#10 GREEN PULLWIRE. INSTALL 4 DLC.
20. INSTALL CONDUIT INTO EXISTING PULL BOX.
21. INTERCEPT EXISTING CONDUIT AND INSTALL NEW PULL BOX.
22. ABANDON EXISTING DETECTOR LOOPS ON THIS LEG.
23. EXISTING 2"C, 1#10 GREEN PULLWIRE. INSTALL 5 DLC.
24. EXISTING 2"C, 1#10 GREEN PULLWIRE. INSTALL 10 DLC.
25. INSTALL CITY-FURNISHED AXIS Q6075-E PTZ CAMERA ON POLE AND MAKE WIRING CONNECTIONS.
26. INSTALL TYPE I PEDESTRIAN BARRICADE PER CALTRANS STANDARD PLAN ES-7Q (DETAIL C) WITH R49(CA) SIGN.
27. INSTALL CONDUIT INTO PG&E BOX. COORDINATE ALL WORK WITH PG&E.
28. NEW IISNS TO BE RAZOR EDGELIT LED.



PHASE DIAGRAM

STEADY DEMAND SEQUENCE

EVA = ø2+ø5
EVB = ø4+ø7
EVC = ø1+ø6
EVD = ø3+ø8

EMERGENCY VEHICLE PREEMPTION

DESIGN SPEED: WHITNEY RANCH PKWY - 50 MPH
UNIVERSITY AVE (NB) - 45 MPH
UNIVERSITY AVE (SB) - 40 MPH

DETAIL 'A'

NO SCALE

FEHR PEERS
1013 Galleria Boulevard Suite 255
Roseville, CA 95678
(916) 773-1900

NO.	REVISION	BY	DATE

DESIGNED NH/KC
DRAWN NH/EG
CHECKED KC
APPROVED
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION

DRAWING NAME: TRAFFIC SIGNAL PLAN

ROCKLIN COUNTY OF PLACER CALIFORNIA

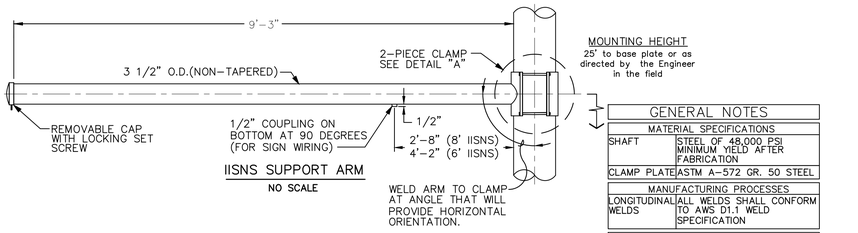
REGISTERED PROFESSIONAL ENGINEER
KRISTIN D. CALKA
No. 62461
Exp. 9/30/25
CIVIL
STATE OF CALIFORNIA

7/16/2024

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN CALIFORNIA

SCALE: 1"=20"
DATE: 7/16/2024
CITY PROJECT NO.: 50081
DRAWING: E-2
SHEET: 18 OF 20

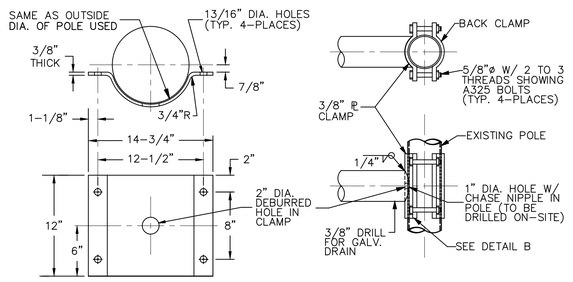


IISNS SUPPORT ARM

NO SCALE

GENERAL NOTES	
MATERIAL SPECIFICATIONS	
SHAFT	STEEL OF 48,000 PSI MINIMUM YIELD AFTER FABRICATION
CLAMP PLATE	ASTM A-572 GR. 50 STEEL
MANUFACTURING PROCESSES	
LONGITUDINAL WELDS	ALL WELDS SHALL CONFORM TO AWS D1.1 WELD SPECIFICATION
FINISH COATING	
STRUCTURE	HOT DIP GALVANIZED PER ASTM A-123
HARDWARE	HOT DIP GALVANIZED PER ASTM A-153
DESIGN CRITERIA	
STRUCTURE, HARDWARE, AND WELDING	IN ACCORDANCE WITH THE "SPECIFICATIONS FOR STRUCTURAL SUPPORTS OF HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS", AASHTO 1994

NOTE:
A SEPARATE LIGHTING CIRCUIT SHALL BE INSTALLED TO POWER THE SIGNS (120 V/ TWO #12 AWG CONDUCTORS). A 3/4 lb. CONDOLET SHALL BE INSTALLED AS A DISCONNECT POINT BETWEEN THE SIGN AND THE SYSTEM POWER SOURCE.

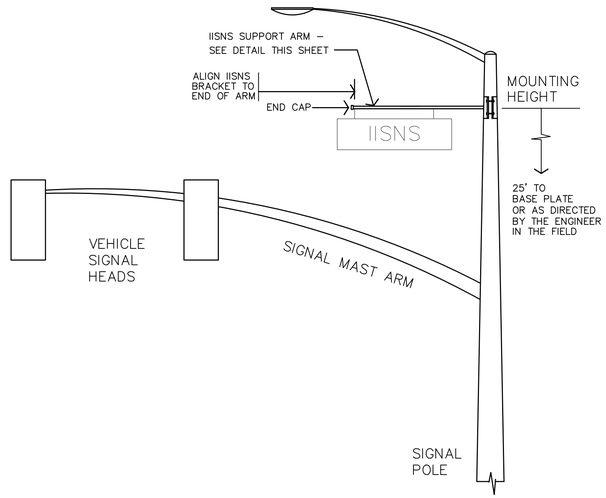


DETAIL B

DETAIL A

IISNS CLAMP DETAILS

NO SCALE



IISNS MOUNTING HEIGHT DETAIL

NO SCALE

CONDUCTOR SCHEDULE

AWG	CIRCUIT	CONDUIT RUN 1	2	3	4	5	6	7	8	9
NO. 14	ø1	6	6	3	3	3	3	3	3	3
	ø2	6	6	3	3	3				
	ø3	3	3					3	3	3
	ø4	6	6	3	3			3	3	3
	ø5	6	6							3
	ø6	3	3				3	3	3	3
	ø7	3	3	3	3					
	ø8	6	6	3					3	3
	OLA	2	2	2	2	2				
	ø2 PED	2	2	2	2					
	ø8 PED	4	4	2					2	2
	ø2 APS	4	4	4	2					
	ø8 APS	4	4							2
	SPARES	6	6	3	3	3	3	3	3	3
	PEU		3							
	TOTAL	61	64	28	21	11	9	15	20	25
NO. 12	IISNS		2	2	2		2	2	2	2
	TOTAL	0	2	2	2	0	2	2	2	2
NO. 10	SIGNAL COMMON	1	1	1	1	1	1	1	1	1
	PULL WIRE +	2	2	2	2	1	1	2	2	2
		3	3	3	3	2	2	3	3	3
NO. 8	LUMINAIRES		2	2	2	2	2	2	2	2
	GROUND	1	1	1	1	1	1	1	1	1
	TOTAL	1	3	3	3	3	3	3	3	3
DLC	ø1	3	3							3
	ø2	7	7	7	7	7				
	ø3	3	3	3						
	ø4	4	4					4	4	4
	ø5	3	3	3	3	3				
	ø6	7	7							7
	ø7	2	2					2	2	2
	ø8	5	5	5						
	TOTAL	34	34	18	10	10	0	6	6	16
EVP	EVA (ø2+ø5)	1	1							
	EVB (ø4+ø7)	1	1	1	1					
	EVC (ø1+ø6)	1	1				1	1	1	1
	EVD (ø3+ø8)	1	1						1	1
	TOTAL	4	4	1	1	0	1	1	2	2
CAMERA POWER CABLE		1	1							
WIFI COMM CABLE		1	1							
PERCENT FILL		17%	18%	16%	11%	16%	7%	8%	9%	15%
CONDUIT SIZE		2-4"	2-4"	EX. 2-3"	EX. 2-3"	3"	3"	EX. 2-3"	EX. 2-3"	EX. 2-3"

ALL CONDUITS, CONDUCTORS AND CABLES ARE NEW, UNLESS NOTED OTHERWISE.

+ PROVIDE 1#10 GREEN PULLWIRE IN EACH CONDUIT.

POLE AND EQUIPMENT SCHEDULE

No.	STANDARD TYPE	STANDARD SIG. MA (FEET)	STANDARD LUM. MA (FEET)	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PEDESTRIAN SIGNAL MOUNTING	APS ø	LED LUMINAIRE WATTAGE	NOTES
(A)	** 61-5-100	** 65'	** 15'	MAS MAS MAS	SV-1-T	-	-	*	INSTALL EVA AND R73-2(CA) ON SMA. INSTALL IISNS (University Ave) PER DETAIL ON THIS SHEET. INSTALL PTZ CAMERA ON POLE.
(B)	TYPE 2 POST	-	-	-	-	-	ø8	-	
(C)	** 15TS	-	** 15'	-	SV-2-T	SP-2-T	ø2	*	
(D)	** 26-4-100	** 45'	** 15'	MAS MAS	SV-1-T	-	-	*	INSTALL EVB AND R73-2(CA) ON SMA. INSTALL IISNS (Whitney Ranch Pkwy) PER DETAIL ON THIS SHEET.
(E)	1-B (7')	-	-	-	-	TP-1-T	ø2	-	
(F)	** 15TS	-	** 15'	-	SV-2-T	-	-	*	
(G)	** 61-5-100	** 65'	** 15'	MAS MAS MAS	SV-1-T	-	-	*	INSTALL EVC AND R73-5(CA) ON SMA. INSTALL IISNS (University Ave) PER DETAIL ON THIS SHEET.
(H)	** 15TS	-	** 15'	-	SV-2-T	-	-	*	
(I)	** 61-5-100	** 65'	** 15'	MAS MAS	SV-1-T	SP-1-T	-	*	INSTALL EVD AND R73-6(CA) ON SMA. INSTALL IISNS (Whitney Ranch Pkwy) PER DETAIL ON THIS SHEET.
(J)	** 15TS	-	** 15'	-	SV-2-T	-	ø8	*	

* ALL LUMINAIRES ARE 180W EQUIV [GC1-80F-MV-NW-3-GY-700].

** = EQUIPMENT TO BE FURNISHED TO THE CONTRACTOR, INCLUDING ANCHOR BOLTS FOR POLES, CONTROLLER CABINET, AND SERVICE EQUIPMENT ENCLOSURE. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CITY AND TRANSPORTING EQUIPMENT FROM THE CITY CORP YARD TO THE PROJECT SITE, IF NOT ALREADY STORED ON SITE BY THE ADJACENT DEVELOPER.

FEHR PEERS
1013 Galleria Boulevard Suite 255 Roseville, CA 95678 (916) 773-1900

NO.	REVISION	BY	DATE

DESIGNED NH/KC
DRAWN NH/EG
CHECKED KC
APPROVED
INITIALS

PROJECT NAME **WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION**

DRAWING NAME **CONDUCTOR, POLE AND EQUIPMENT SCHEDULE**

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KRISTIN D. KOLA No. 62461 Exp. 9/30/25 CIVIL STATE OF CALIFORNIA

7/16/2024

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

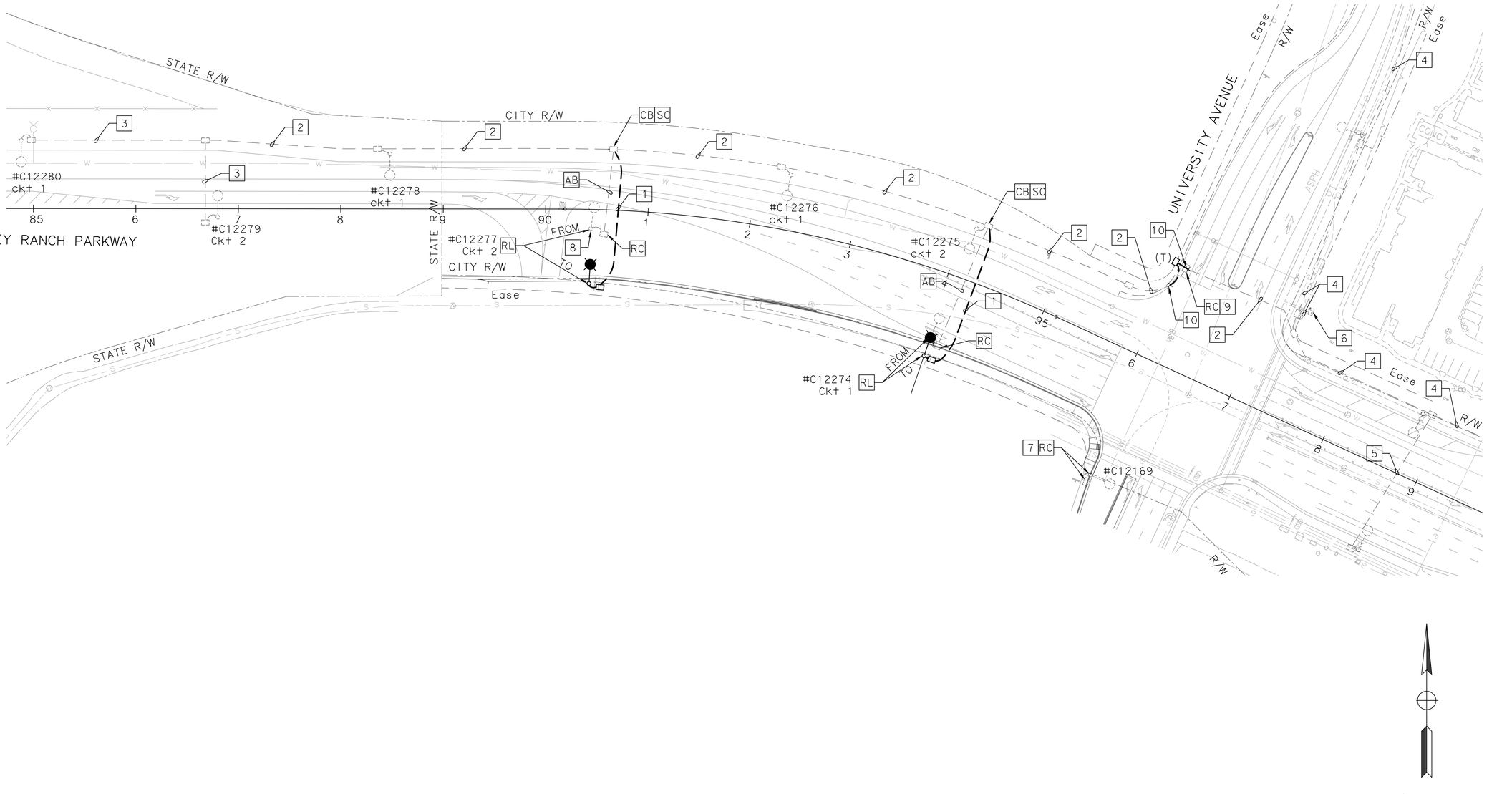
ROCKLIN CALIFORNIA

SCALE: N/A
DATE: 7/16/2024
CITY PROJECT NO.: 50081
DRAWING: E-3
SHEET: 19 OF 20

FEHR PEERS
1013 Galleria Boulevard Suite 255
Roseville, CA 95678 (916) 773-1900

PROJECT NOTES (THIS SHEET ONLY):

1. 3"C, 2#8 (CITY STREET L+g), 1#8G.
2. EX. 2"C, 3#8 (city street l+g), 1#8g.
3. EX. 2"C, 2#8 (city street l+g), 1#8g.
4. EX. 2"C, 3#8 (city street l+g).
5. EX. 2"C, 2#8 (city street l+g).
6. EX. CITY STREET LIGHT SERVICE EQUIPMENT ENCLOSURE.
7. CONTRACTOR TO CONFIRM SERVICE POINT AND ENSURE CONTINUITY OF SERVICE TO LIGHTS ON UNIVERSITY AVE TO THE SOUTH.
8. CONTRACTOR SHALL COORDINATE WITH THE CITY POLICE DEPARTMENT FOR RELOCATION OF THE LICENSE PLATE READER CAMERA AND SOLAR PANEL.
9. REMOVE EXISTING PULL BOX.
10. INTERCEPT EXISTING CONDUIT AND EXTEND INTO NEW PULL BOX. SPLICE CONDUCTORS AND MAINTAIN EXISTING LIGHTING CIRCUITS.



50 0 50 100
1"=50'
GRAPHIC SCALE

NO.	REVISION	BY	DATE

DESIGNED NH/KC
DRAWN NH/EG
CHECKED KC
APPROVED
INITIALS

PROJECT NAME: WHITNEY RANCH PARKWAY WIDENING INTERIM CONDITION

DRAWING NAME: STREET LIGHTING

ROCKLIN COUNTY OF PLACER CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
KRISTIN D. KECK
No. 62461
Exp. 9/30/25
CIVIL
STATE OF CALIFORNIA
7/16/2024

CITY OF ROCKLIN
COMMUNITY DEVELOPMENT DEPARTMENT

ROCKLIN
CALIFORNIA

SCALE: 1"=50"
DATE: 7/16/2024
CITY PROJECT NO.: 50081
DRAWING: E-4
SHEET: 20 OF 20

ROCKLIN
CALIFORNIA

WHITNEY RANCH PARKWAY WIDENING PROJECT

BID OPENING
THURSDAY, SEPTEMBER 19, 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:	September 19, 2024 1:00 PM (Local Time)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	Whitney Ranch Parkway Widening Project
ESTIMATED CONSTRUCTION COST:	$2,750,000
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 RANCH PARKWAY WIDENING PROJECT**" ("Project") and include the company name and address on the envelope.

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 Thursday, September 12, 2024 at 1:00 PM. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

The City will post all Addenda to www.ciplist.com.

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

Date

CITY OF ROCKLIN

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, September 19, 2024 at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California 95677 and opened 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 RANCH PARKWAY WIDENING 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:

BID SCHEDULE A – WHITNEY RANCH PARKWAY WIDENING

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION	1	LS	$	$
2	TRAFFIC CONTROL SYSTEM	1	LS	$	$
3	SWPPP	1	LS	$	$
4	CLEARING AND GRUBBING	1	LS	$	$
5	REMOVE CONCRETE	1,500	SF	$	$
6	ROADWAY EXCAVATION	4,400	CY	$	$
7	AGGREGATE BASE (CLASS 2)	2,650	CY	$	$
8	MINOR CONCRETE (SIDEWALK)	7,000	SF	$	$
9	MINOR CONCRETE (VALLEY GUTTER)	600	SF	$	$

10	MINOR CONCRETE (TYPE 1A CURB AND GUTTER WITH REBAR)	80	LF	$	$
11	MINOR CONCRETE (TYPE 2 CURB AND GUTTER)	650	LF	$	$
12	MINOR CONCRETE (TYPE 5 CURB)	375	LF	$	$
13	DETECTABLE WARNING SURFACE	15	SF	$	$
14	HOT MIX ASPHALT (TYPE A)	1,800	TON	$	$
15	ADJUST STORM DRAIN MANHOLE TO GRADE	1	EA	$	$
16	ADJUST SPMUD MANHOLE TO GRADE	1	EA	$	$
17	RECONSTRUCT SPMUD MANHOLE TO GRADE	1	EA	$	$
18	ADJUST PCWA WATER VALVE BOX FRAME AND COVER TO GRADE	2	EA	$	$
19	ADJUST PCWA BLOW OFF VALVE BOX FRAME AND COVER TO GRADE	1	EA	$	$
20	ADJUST UTILITY PULL BOX COVER TO GRADE	1	EA	$	$
21	HOT MIX ASPHALT (OVERSIDE DRAIN)	1	LS	$	$
22	DETAIL 9	1,750	LF	$	$
23	DETAIL 22	1,000	LF	$	$
24	DETAIL 25	400	LF	$	$
25	DETAIL 25A	250	LF	$	$

26	DETAIL 27B	2,750	LF	$	$
27	DETAIL 29	1,600	LF	$	$
28	DETAIL 38	1,500	LF	$	$
29	DETAIL 39	550	LF	$	$
30	DETAIL 40	350	LF	$	$
31	8” WHITE	500	LF	$	$
32	8” YELLOW	150	LF	$	$
33	THERMOPLASTIC PAVEMENT MARKINGS	1,600	SF	$	$
34	CHANNELIZER (SURFACE MOUNTED)	85	EA	$	$
35	ROADSIGN SIGN – ONE POST	4	EA	$	$
36	RELOCATE ROADSIDE SIGN	5	EA	$	$
37	REMOVE ROADSIDE SIGN	9	EA	$	$
38	SALVAGE ROADSIDE SIGN AND SOLAR SYSTEM	5	EA	$	$
39	WOOD BARRICADE	2	EA	$	$
40	PEDESTRIAN BARRICADE	3	EA	$	$
41	REMOVE BARRICADE	1	EA	$	$
42	SURVEY MONUMENT	1	EA	$	$

43	TRAFFIC SIGNAL	1	LS	$	$
44	STREET LIGHTING	1	LS	$	$
45	PG&E SERVICE CONNECTION	1	ALL	$50,000	$50,000
46	ENVIRONMENTAL MITIGATION AND MONITORING REPORT	1	LS	$	$

Total Project Bid, Item Nos. 1 through 46, shall be (numerical):_____Dollars.

Total Project Bid, Item Nos. 1 through 46, shall be (spelled out):

_____Dollars.

BID SCHEDULE B – UNIVERSITY AVENUE MEDIAN

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION	1	LS	$	$
2	TRAFFIC CONTROL SYSTEM	1	LS	$	$
3	REMOVE CONCRETE	800	SF	$	$
4	ROADWAY EXCAVATION	400	CY	$	$
5	AGGREGATE BASE (CLASS 2)	200	CY	$	$
6	MINOR CONCRETE (SIDEWALK)	250	SF	$	$
7	MINOR CONCRETE (TYPE 5 CURB)	900	LF	$	$
8	HOT MIX ASPHALT (TYPE A)	200	TON	$	$
9	DETAIL 9	250	LF	$	$
10	DETAIL 25	1,000	LF	$	$
11	DETAIL 38	700	LF	$	$
12	THERMOPLASTIC PAVEMENT MARKING	300	SF	$	$

Total Project Bid, Item Nos. 1 through 12, shall be (numerical):_____Dollars.

Total Project Bid, Item Nos. 1 through 12, shall be (spelled out):

_____Dollars.

Total Project Bid (Schedules A and B) shall be (numerical):_____Dollars.

Total Project Bid (Schedules A and B) shall be (spelled out):

_____Dollars.

The City Council will award the contract based upon the lowest responsive and responsible bid for the Total Project Bid (Schedules A and B).

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 60 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 _____
No. 2 _____
No. 3 _____
No. 4 _____
No. 5 _____
No. 6 _____
No. 7 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☐ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

_____

Affix Corporate Seal Here

BY:_____
Signature

_____
Type/Print Name

_____
Title

DATE: _____

Valid Contractor's License No.: _____

Expiration Date: _____

DIR Public Works Registration No.: _____

ATTACHMENT A

BID BOND
City of Rocklin

We,_____, as principal, and _____, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for

_____

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on _____
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: _____, 20___ Principal:_____

By:_____

Surety: _____
Address: _____
Telephone: _____
Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR _____ (BIDDER)

PROJECT: WHITNEY RANCH PARKWAY WIDENING 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.

____ 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 #

_____

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 _____

_____, being first duly sworn, deposes and says that he or she is _____ [Title] of _____, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: _____

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

Subscribed and sworn to before me this

_____ day of _____, 20 __,
by_____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_____
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:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT 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.

_____
Contractor

_____
Date

_____
Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____ _____, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20___.

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____ _____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT 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:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

Executed in the County of _____, State of _____.

ATTACHMENT H

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of , 20 , is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **,** a (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 19), 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 Ranch Parkway Widening Project.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **DOLLARS ($)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Thousand Two Hundred **($5,200)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XIX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
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

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer’s Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor’s Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor’s Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor’s property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**

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

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CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

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CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

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CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.

- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.

2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.

3. A clear identification of all advantages and disadvantages for each proposed change.

4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.

5. A summary of estimated costs, including the following:

    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:

        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to

respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2

(commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City’s potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of

alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

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CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

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CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

SPECIAL PROVISIONS

FOR THE

WHITNEY RANCH PARKWAY WIDENING PROJECT

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

CIVIL



EDUARD MUZYCHUK
REGISTERED CIVIL ENGINEER

ELECTRICAL



KRISTIN CALIA
REGISTERED CIVIL ENGINEER

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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 Ranch Parkway between the northbound State Route 65 off-ramp and University Avenue.

2. Intersection of Whitney Ranch Parkway and University Avenue.

1.02 DESCRIPTION OF PROJECT

The work to be performed consists, in general, of removal of vegetation, AC dike and flatwork; installation of new curb, gutter, sidewalk, and curb ramp; traffic signal installation; street lighting relocations; pavement widening with cold plane and hot mix overlay; utility iron adjustments; traffic striping, legends, and markings; roadside signs, implementation of environmental mitigation measures, and all other work shown in the contract documents.

1.03 TIME OF COMPLETION

For the purpose of this contract, all work for the projects under this contract shall be completed within **60 WORKING DAYS** beginning on the first effective working day as specified in the first issued Notice to Proceed (NTP).

The Contractor is hereby made aware that the project must be completed with a fully operational traffic signal at Whitney Ranch Parkway/University Avenue by July 31, 2025.

1.04 LIQUIDATED DAMAGES

For the purpose of this contract, Liquidated Damages shall be set at the amount of Five Thousand Two Hundred Dollars ($5,200) 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 Traffic Signals and Street Lighting
  Contractor shall notify Naz Lazar at the City of Rocklin (916) 919-2523, a minimum of ten (10) working days before any electrical work begins, to coordinate placement of traffic signals into flash mode (if needed), or to coordinate installation of the electrical meter for the new traffic signal.

- 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.

The Contractor is hereby made aware that the private commercial development on the southwest corner of Whitney Ranch Parkway/University Avenue will be under construction concurrently with the City's

roadway widening project. Of particular importance is the coordination and timing of site access, curb, gutter, and sidewalk on the west side of University Avenue that will be constructed by the private development. This privately performed work may overlap with the City's median island work. The City's Contractor shall coordinate with the private developer's contractor to minimize potential impacts.

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. The Contractor shall prepare and submit a City of Rocklin encroachment permit application to the Public Works Department located at 4081 Alvis Court. All fees for the encroachment permit will be waived.

3. The Contractor shall prepare and submit a Caltrans encroachment permit application to the Office of Permits, District 3 for temporary traffic control signage or permanent roadway work within State right of way. All fees for the encroachment permit shall be included in the Mobilization bid item.

4. Prepare and submit a Storm Water Pollution Prevention Plan (SWPPP), 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.**

5. The Contractor shall provide material submittals for the purchase of electrical and other equipment carrying long lead times.

6. Before commencement of any demolition work on the project, the Contractor shall visit each private property to verify existing conditions of private irrigation facilities that may be impacted by the project. The Contractor shall submit a log listing each address, 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 and may include a combination of day and night work. Day work shall be Monday to Friday 7 AM to 5 PM while night work is defined as work Sunday night to Thursday night 9 PM to 6 AM. If performing work during the day in the City right of way, the Contractor shall maintain at least one travel lane open in each direction. Should the Caltrans encroachment permit require hours or lane closure timeframes that differ from the City's standard, the Contractor shall follow the Caltrans encroachment permit at no additional cost to the project.

The Contractor shall be aware that any work in or near a traffic signalized intersection, and which necessitates the traffic signal be placed in flash mode for the safety of the traveling public or the Contractor, as determined by the City, will automatically trigger night work. Should the City mandate night work for construction activities within or near a traffic signalized intersection, no additional payment will be made to the Contractor. For the purposes of this section, the term “near” shall mean within 400 feet of the stop bar/crosswalk of the traffic signal.

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 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 NOTIFICATION

The Contractor shall be required to notify, in writing, the public, residents, businesses, public transit companies, utility companies and any other persons or agencies affected by this project at least two (2) weeks prior to starting construction. Other notifications may be required during project construction as outlined below. City staff will coordinate with law enforcement and fire districts.

Two-Week Notice: A written notice (in letter format) to residents and businesses within 500’ of the project locations to provide general information about the project, approximate range of dates on when construction will take place, time of work, and Contractor’s name and phone number. Notice to be approved by City prior to distributing to the public.

72-Hour Notice: Door hanger (or other approved notice) shall include date(s), times and other pertinent information as directed by the Engineer with a link to the City’s project-specific website. The notice shall include the Contractor’s name and phone number for residents and businesses to contact with any concerns after hours and on weekends. Notice to be approved by City prior to distributing to the public. Door hangers shall be provided for:

- Traffic delays and alternate routes
- Tree trimming or removals
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

1.10 PUBLIC CONVENIENCE

The Contractor shall comply with Sections 7-1.03, “Public Convenience,” and 7-1.04, “Public Safety,” of the State Standard Specifications.

1.11 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 to the City, in a format acceptable to the City (i.e., online platform or email), 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. Traffic Signal Literature and Specifications
12. Steel Reinforcement Tags
13. Qualifications/resume of I.S.A. certified arborist
14. As-Built Plans
15. Any other items required by the City

1.12 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.

1.13 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, and may be permitted on private property with approval of the property owner and the City. If stockpiling is not possible on private property, the Contractor is to stockpile at Contractor's yard.

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.

1.14 STAGING AREA

The City will not provide a staging area for the work.

1.15 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.

Contractor will be responsible to maintain irrigation to landscaping if existing irrigation system is damaged by Contractor's operations. Contractor to consult City staff on irrigation schedule. Maintenance of irrigation will be at the Contractor's expense.

1.16 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.

1.17 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, including the Caltrans encroachment permit.

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 district 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 Traffic Control System bid item 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 ON-STREET 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, 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 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs (CMS) shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12, “Temporary Traffic Control,” of the State Standard Specifications and these Special Provisions. Messages displayed on the portable changeable message signs shall be as directed by the Engineer and shall conform to Section 12-3.32 “Portable Changeable Message Signs,” of the State Standard Specifications and “Traffic Control System” of these Special Provisions.

A minimum of two (2) CMS boards shall be placed on Whitney Ranch Parkway and two (2) on University Avenue at least 7 calendar days prior to any construction activity and shall remain in place until project

completion. A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

Should the CMS boards need to be located on private property due to lack of room within the public right of way, the Contractor shall coordinate this effort with private property owners and furnish written proof to the City of the property owner's acceptance.

A message displayed on a portable changeable message sign shall first be approved by the City.

3.06 MEASUREMENT AND PAYMENT

Traffic Control System shall be measured and paid for as **LUMP SUM** and shall include full compensation for 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 portable changeable message signs, furnishing, placing, removing storing, maintaining, moving to new locations, replacing, and disposing of the components of the temporary traffic control system, including all temporary traffic control identified on the stage construction plan sheets with temporary striping and temporary channelizers, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

The City shall not pay additional traffic control compensation for a change work order or for a second mobilization if the project is extended due to weather. Payment for traffic control will be subject to retention.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the State Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in the compensation for Traffic Control System will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the State Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

4.00 CONSTRUCTION STAKING

The Contractor shall provide staking for the project and 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 prior to the start of construction activities. 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 street 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 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Contractor shall develop and implement a SWPPP in accordance with Section 13, “Water Pollution Control,” of the State Standard Specifications, and these Special Provisions.

The Contractor shall generate the SWPPP and submit to the Engineer for review and approval.

Within this section, references to Storm Water Pollution Prevention Plan shall be consistent with content and requirements of the Project SWPPP 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 SWPPP PREPARATION, APPROVAL, AND UPDATES

The Contractor must provide a Qualified SWPPP Developer (QSD) to prepare the SWPPP. 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 SWPPP to include inspections and implementing corrections.

The Contractor shall be required to amend the SWPPP 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 SWPPP to the Engineer. The Engineer will have 10 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP 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 SWPPP shall be kept on the job site (in the job trailer) 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 SWPPP binder within 24 hours of any inspection. The project SWPPP 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 SWPPP, 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 SWPPP shall be amended by the Contractor's QSD if the SWPPP 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 SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. 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 SWPPP IMPLEMENTATION AND MAINTENANCE

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP 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 SWPPP 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 SWPPP.

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 SWPPP, 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

SWPPP 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 SWPPP, 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 SWPPP 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.

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. The Contractor shall furnish and install 3” of mulch in the University Avenue median within the limits of new median curb as directed by the Engineer.

7.01 EXISTING IRRIGATION SYSTEM

The removal and repair of any existing irrigation/sprinkler systems (private or public) shall be conducted in accordance with these Special Provisions and that 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 includes the removal of existing trees, if any, as well as 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.

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 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 CONCRETE

Existing concrete curb, gutter, sidewalk, median 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.

Sidewalk, and gutter, estimated to be between 6” and 8” 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 bid item 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.

Sidewalk, curb, gutter, or other miscellaneous 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.

8.01 MEASUREMENT AND PAYMENT

Remove Concrete (Curb, Gutter, Sidewalk, and Curb Ramp) shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved with sawcutting and removing concrete of the various types 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.

9.00 ROADWAY EXCAVATION

Roadway Excavation shall conform to Section 19-2, “Roadway Excavation,” of the State Standard Specifications and these Special Provisions. Roadway Excavation shall consist of removal of existing pavement section, asphalt concrete dike, and other materials necessary to construct the improvements on the plans.

Existing asphalt concrete pavement/dike, aggregate base, subbase, and native material 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 or across lanes occupied by traffic and shall be removed from the pavement surface, concurrent with the cutting operation. All excavated material shall be removed and disposed of outside the street right of way in accordance with the State Standard Specifications.

Surplus excavated materials are the property of the Contractor and must be disposed of away from the project site. No excavated material will be allowed to be stockpiled overnight in or adjacent to public right of way, or on private property, unless approved by the City.

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.

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 Roadway Excavation.

All quantities and bid items are assumed to have no rock within the project limit. Therefore, in bidding the items, Contractor shall assume no rock excavation.

9.01 MEASUREMENT AND PAYMENT

Roadway Excavation shall be measured and paid for per **CUBIC YARD** and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved with removing asphalt concrete, aggregate base, subbase, and native material of the various types shown on the Plans, including sawcutting and grading the subbase for the proposed improvements, 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 25, “Aggregate Subbases,” and 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 **CUBIC YARD** 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, band, curb, gutter, and retaining curb 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 and A88B, 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.
3. The Contractor shall form, place concrete, and re-open each new curb ramp to full and safe pedestrian use by 5:00 p.m. on Friday of the same week demolition/removal is performed unless previously agreed to by the Engineer.

   To the greatest extent practical, curb ramp locations shall be open for pedestrian use on weekends and holidays. For the purpose of this project “full and safe pedestrian use” means removal of all formwork, restoration of pavement or placement of properly compacted temporary patch material in front of ramp, removal of construction debris and elimination of all other barriers to pedestrian travel.

B. Doweling

1. When pouring new concrete to existing concrete, the existing concrete vertical face shall be doweled two 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.

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 (Sidewalk) 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 (which includes sidewalk, median island concrete, and retaining curb behind the curb ramp), complete in place, including preparing the subgrade, all form work, finishing and curing the concrete, scoring, placing dowels and epoxy, placing rebar, 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 (Maintenance Access Driveway) 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, all form work, finishing and curing the concrete, scoring, placing dowels and epoxy, placing rebar, 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 (Valley Gutter) 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, all form work, finishing and curing the concrete, scoring, placing rebar, 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 1A and Type 2 Curb & Gutter) 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, 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. The curb and gutter transitions between Type 1A and Type 2 will be measured and paid for under the Minor Concrete (Type 1A Curb and Gutter with Rebar) bid item.

Minor Concrete (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, 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 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.

12.01 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.

12.02 EXECUTION

The HMA structural section in areas of roadway widening shall be brought to the elevation of the adjacent existing pavement before overlay is placed. The overlay joints on the top lift shall overlap the joint between the new and the existing pavement.

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.

Prior to application of tack coat, the street shall be cleaned with a vacuum street sweeper and be clean of all dust.

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 center line of the highway, 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. A drop-off of more than 2 inches will not be allowed at any time between adjacent lanes open to public traffic.

3. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations.

4. Finishing roadway shall conform to Section 22, "Finishing Roadway," of the State Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Engineer.

5. Temporary pavement markings shall be installed for all roadway centerlines, stop lines and channelizing lines following the final lift of HMA overlay. Temporary pavement markers shall be the same color as the lane line or centerline markers being replaced. Temporary pavement markings shall comply with 'Temporary pavement markers for short term day/night use (14 days or less) of Section 12-6, "Temporary Pavement Delineation," of the State Standard Specifications. The costs of temporary pavement markings or floppies are included in the asphalt concrete bid item.

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.

12.03 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.

12.04 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 and be signed by the Engineer or the Engineer's representative and the Contractor.

13.00 UTILITIES

Attention is directed to Section 15, “Existing Facilities,” and of the State Standard Specifications and these Special Provisions.

Manhole adjustment shall conform to Section 71-5, “Adjust Drainage Structures,” of the State Standard Specifications and these Special Provisions.

13.01 STORM DRAIN MANHOLE

Storm Drain Manhole adjustment shall conform to Section 71-5, “Adjust Drainage Structures,” of the State Standard Specifications, Section SS-71 "Adjust Manholes to Grade" of City of Rocklin Construction Specifications and these Special Provisions.

13.02 HOT MIX ASPHALT (OVERSIDE DRAIN)

Hot mix asphalt overside drain shall conform to the details shown on the plans, State Standard Plan D87D, and these Special Provisions. The work also includes any grading, installation of rock slope protection (RSP), Class 8 fabric, and hot mix asphalt.

13.03 SEWER MANHOLE

All existing sewer facilities impacted by new construction (e.g., connected to, adjusted, repaired, modified) shall be constructed to comply with the South Placer Municipal Utility District (SPMUD) current Standards.

Sewer Manhole adjustment shall conform to Section 5.22 "Manholes" of SPMUD Standard Specifications and these Special Provisions.

Contractors shall refer to SPMUD standards at https://spmud.ca.gov/specifications-and-ordinances for more information.

13.04 WATER APPURTENANCES

Water Valve and Blow off Assembly Cover adjustment shall conform to Placer County Water Agency (PCWA) Improvement Standards, Standard Specifications, Standard Drawings and these Special Provisions. Contractors shall refer to PCWA standards at https://www.pcwa.net/business/standards for more information.

13.05 MEASUREMENT AND PAYMENT

Adjusting manholes and utility covers, or reconstructing the barrel section of the SPMUD manhole, 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 adjusting the manhole. The work shall include, but is not limited to, adjusting frame and cover, grade rings, complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, testing, 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.

Adjusting Water Valve Cover 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 adjusting the water valve cover. The work shall include, but is not limited to, adjusting frame and cover, complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, 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.

Adjusting Blow Off Valve Box Cover 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 adjusting the water valve cover. The work shall include, but is not limited to, adjusting frame and cover, complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, 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.

Installing the Hot Mix Asphalt (Overside Drain) shall be paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installation of the overside drain. The work shall include, but is not limited to excavation, disposal of spoils, RSP, fabric, and HMA, 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.

14.00 TRAFFIC STRIPING AND PAVEMENT MARKINGS

Traffic stripes and pavement markings, of the various colors indicated on the plans (white or yellow), 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 on the roadway 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, traffic signal detector hand holes, 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.

14.01 PAVEMENT MARKERS/DELINEATORS/STRIPING/PAVEMENT MARKINGS

The Contractor shall remove all existing traffic stripes and pavement markings in conflict with new traffic stripes and pavement markings in accordance with Section 84-9, “Existing Markings,” of the State Standard Specifications.

Sandblasting of traffic stripes shall not be permitted. Removal of traffic stripes shall be by grinding, or by other methods approved in writing by the Engineer. 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.

14.02 TEMPORARY STRIPING AND PAVEMENT MARKINGS

The Contractor shall supply and install temporary striping to control traffic until permanent striping and pavement markings are installed. All temporary striping, pavement markings, tape, floppies, etc. shall be removed when no longer needed to safely direct traffic.

Painted white striping/pavement markings shall conform to Section 84-2.03B(6), “Paint,” of the State Standard Specifications.

The Contractor is not required to remove painted temporary traffic stripes that will be covered by paving work.

Full compensation for furnishing and installing temporary striping and pavement markings is included in the prices paid for the Traffic Control System bid item and no additional compensation will be allowed therefore.

14.03 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	Yellow
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30	30
Titanium Dioxode (TiO2), percent by weight, min. (AASHTO T250-77)	10	
Lead Chromate, Medium Heat Stability, percent by weight, min.		2.5
Specific Gravity, max. (Cal. Test Method 423)	2.15	2.15
Binder, percent by weight, min. (Cal. Test Method 423)	18	18
Ring & Ball Softening Point, °F (ASTM E28)	200-240	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	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45	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	10
Daylight Luminous Reflectance, min. (ASTM E97)	75	40
Yellowness Index, max., (ASTM E313)	.15	
Hardness, Shore A-2 Durometer with 2-kilogram weight at 115°F (Cal. Test 423)	60 – 80	60 – 80
Low Temperature Stress Cracking, Resistance at 25° (AASHTO)	No Crack	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538		Passes

14.04 APPLICATION

Thermoplastic Traffic Striping Material, Alkyd Binder, White and Yellow. 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.

14.05 TOLERANCES AND APPEARANCE

The completed traffic stripes and markings shall have clean and well-defined edges without deformations and shall be free of tears or other disfigurements. Improperly placed, defective, or disfigured traffic stripes and markings shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

Completed traffic stripes shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. On tangent alignment, when a 100' string line is stretched taught and placed directly on the outer edge of the completed traffic stripe, the distance between the string and the edge of the traffic stripe shall not exceed three-fourths of one inch (3/4") when measured anywhere along any 100' interval of the tangent alignment. On curved alignment, the outer edge of the traffic stripe shall not deviate more than three-fourths of one inch (3/4") from the true arc. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2" from the lengths required to produce a uniformly repeating, broken-stripe pattern.

14.06 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.

14.07 OBJECT MARKERS

Object markers shall be placed in conformance with the provisions in Section 82, “Signs and Markers,” of the State Standard Specifications and these Special Provisions.

Type Q (CA) object markers, shown on the plans as surface mounted channelizers, shall be Pexco’s City Post Model Embedded Anchor Cup. Embedded anchor cups shall be installed per manufacturer recommendations.

14.08 MEASUREMENT AND PAYMENT

Thermoplastic traffic stripes (Bid Item by Detail) shall be measured and paid for by the **LINEAR FOOT**, for the various traffic stripes shown on the project plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. 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, blue reflective pavement markers identifying fire hydrants, 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.

Thermoplastic Pavement Markings including letters, turn arrows, symbols, limit lines, and crosswalks shall be measured and paid for by the **SQUARE FOOT**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in placing pavement markings, replacement of damaged pavement markings, 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.

The square foot area of pavement markings will be determined from the most recent State Standard Plans.

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.

Type Q (CA) Object Markers (Surface Mounted Channelizers) shall be measured and paid for per **EACH**, for the various Type Q (CA) object markers shown on the project plans. The price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in furnishing and installing Type Q (CA) object markers, including installing aluminum embedded anchor cups, retroreflective sheeting, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

15.00 ROADSIDE SIGNS AND BARRICADES

The Contractor shall install and relocate roadside signs and barricades 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 and solar panel systems to be removed and salvaged shall be returned back to the City of Rocklin Public Works Department located at 4081 Alvis Court.

Pedestrian barricades shall be type 1 per State Standard Plan ES-7Q as shown on the traffic signal plans (sheet E-2).

Wood barricades at the end of pavement widening as shown on sheet L-1 shall be constructed per City of Rocklin Standard 3-26.

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.

15.01 MEASUREMENT AND PAYMENT

Install 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.

Install Sign (Strap and Saddle Bracket Method) 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) by the strap and saddle bracket method, 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.

Relocate 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 relocating roadside sign, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, 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.

Remove 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 removing roadside sign, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, 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.

Salvage Roadside Sign and Solar System 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 salvaging roadside sign and solar system, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, 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.

Install Wood Barricade shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installing barricades as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, City or Rocklin Standard 3-26 and as directed by the Engineer and no additional compensation shall be allowed therefore.

Install Pedestrian Barricade shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installing barricades as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, State Standard Plan ES-7Q, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Remove Barricade 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 removing barricades, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, 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.

16.00 SURVEY MONUMENT

Survey Monuments shall conform to Section 78-2, “Survey Monuments,” of the State Standard Specifications and these Special Provisions.

The contractor will provide all material to install the survey monument per City of Rocklin Standard Drawings 3-34. Additionally, the contractor will have a license surveyor registered in the State of California, stamp and install the bronze monument. The surveyor will also prepare the needed record documents for review recordation by Placer County Surveyor's Office.

16.01 MEASUREMENT AND PAYMENT

Install Survey Monument 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 survey monument, complete in place, including excavation, disposal of spoils, concrete footing, box, and filing all pertinent records with the County surveyor by a Licensed Land Surveyor 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.

17.00 ELECTRICAL SYSTEMS

Traffic Signal and Street Light 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.

In general, the work consists of the following items:

1. Installation of one new traffic signal at Whitney Ranch Parkway/University Avenue; and

2. Relocation of two existing street lights and removal of one existing street light on Whitney Ranch Parkway.

The traffic signal installation shall include, where shown on the plans, furnishing and installing new accessible pedestrian signals, vehicle/pedestrian heads, foundations, loop detectors, loop detector handholes, pull boxes, conduit, and conductors and all accessories, power supplies, and cabling for a fully-functioning system. The installation shall also include installing the following City-furnished items:

1. Traffic signal poles with mast arms;
2. Controller cabinet assembly;
3. Service equipment enclosure; and
4. PTZ camera.

The Contractor’s attention is directed to Section 17.18 regarding the furnishing and transporting of traffic signal equipment to the City.

The street light modification shall include, where shown on the plans, furnishing and installing new street light foundations, pull boxes, conduit, and conductors and relocation of existing equipment.

The Contractor shall be responsible for locating and marking the positions of all traffic signal equipment, pull boxes, and conduit. All locations shall be approved by the Engineer before any work is performed.

17.01 TRAFFIC SIGNAL 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.

17.02 SALVAGING ELECTRICAL EQUIPMENT

The Contractor shall remove, handle, transport, store, and dispose of all existing electrical equipment, including light bulbs, and all other construction or installation related refuse in compliance with City’s current practice and all applicable laws and regulations in such a manner as to minimize potential adverse environmental impacts on this project at no additional cost to the City. The City encourages recycling where possible.

Ballasts and transformers that contain polychlorinated biphenyls (PCB’s) are designated as extremely hazardous wastes and fluorescent tubing and mercury lamps are designated as hazardous wastes under Title 22, Division 4.5, Chapter 11, Article 4.1 and Article 5, of the California Code of Regulations.

Contractor shall provide evidence of proper disposal of hazardous waste.

17.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

The Contractor shall maintain existing and temporary electrical systems per Section 87-21.03B, “Maintaining Existing Electrical Systems,” of the State Standard Specifications, and these Special Provisions.

All street lighting systems are to remain in operation at all times during construction unless otherwise approved by the Engineer.

17.04 SIGNAL ACTIVATION

On the day of signal activation, the Contractor shall be required to have in his possession at the job site all tools, equipment and parts necessary to repair a signal malfunction. These items shall include, but not be limited to, a bucket truck, replacement LED’s, wire, etc.

Immediately prior to the activation of a new traffic signal, the Contractor shall install two (2) orange flags on the “Signal Ahead” signs. Flags shall remain in place for two (2) weeks. The Contractor shall also provide two (2) changeable message sign (CMS) boards on Whitney Ranch Parkway and (2) CMS boards on University Avenue a minimum of 5 working days ahead of the signal turn on. CMS board messages shall be approved by the Engineer for a message before turn on and a separate message updated the day of the turn on. CMS boards shall remain in place for two (2) weeks following turn on. The cost of CMS boards for this purpose is included in the Traffic Control System bid item.

Prior to activation of a new traffic signal, the Contractor shall provide a minimum of two (2) flaggers to control traffic. The number of flaggers may be increased at the request of the Engineer at no additional cost to the City. Each flagger shall wear appropriate safety gear and carry a stop paddle for controlling traffic. The flaggers shall completely stop traffic prior to the signal changing from red flash to full operation.

17.05 FOUNDATIONS

The Contractor shall construct foundations for traffic signal and street light poles, and push button posts per the 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 street lighting and signal standards.

Unless otherwise directed by the Engineer, the Contractor is not required to place inspection tubes in the foundations per Caltrans Standard Plan ES-7N.

The layout of the service equipment enclosure and traffic signal controller cabinet shall be per City of Rocklin Standard Drawing 8-4. The foundations themselves shall be per Caltrans Standard Plans, latest edition.

17.06 STANDARDS, POLES, PEDESTALS, AND POSTS

The Contractor shall install City-furnished traffic signal poles per the State Standard Plans, Section 87-1.03J, “Standards, Poles, Pedestals, and Posts,” of the State Standard Specifications, except as shown on the plans.

17.07 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.

Conduit placed in a trench, in the pavement, shall be installed and backfilled per Section 87-1.03B(3)(b)(iii) “Trench-In-Pavement Method,” of the State Standard Specifications.

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.

17.08 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.

Existing and new electrical pull boxes shall be adjusted to grade as shown on the Plans or directed by the Engineer, and included in the cost for each traffic signal system bid item.

The Contractor shall ensure that traffic box covers are not covered with concrete or landscaping materials during construction operations.

Pull boxes shall be marked “Traffic Signal” or “City Communications” depending on the purpose for which the pull box will serve.

Pull boxes for PG&E service connections shall meet all PG&E Greenbook requirements and shall be marked “Service.”

Pull boxes shall be a minimum of No. 5 or larger as shown on the Plans. No. 3-1/2 pull boxes shall not be used in the public right of way for traffic signals.

All pull boxes shall have non-slip lids. Pull boxes shall not be installed in a curb ramp. Any boxes within the roadway shall be upgraded to a traffic rated box with steel lid.

Where an existing pull box or splice vault is damaged by the Contractor's operations, the pull box shall be reconstructed to match existing, and if the sump was grouted, the old grout shall be removed and new grout placed at the sole cost of the Contractor.

All pull boxes to be abandoned shall have conductors removed from the pull boxes and conduits and the pull box shall be removed. The remaining hole shall be backfilled and compacted with similar material as the surrounding material. If within a sidewalk, the entire square of sidewalk shall be removed and replaced as part of the traffic signal installation bid item, unless within the limits of proposed sidewalk as shown on the civil sheets, in which case the cost is measured and paid for under the sidewalk bid item.

The concrete flatwork shown on City of Rocklin Standard Drawing 7-6 shall be included in the Traffic Signal bid item unless within the limits of proposed sidewalk as shown on the civil sheets, in which case the cost is measured and paid for under the Minor Concrete (Sidewalk) bid item.

17.09 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.

Wiring for traffic signal indications or equipment shall not be daisy-chained.

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. A minimum of 6 feet (3 feet up and 3 feet down) of service loop shall be provided in each 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.

17.10 SIGNAL FACES AND SIGNAL HEADS

The Contractor shall furnish and install all signal faces, lamps and signal heads as shown on the plans per Section 86-1.02R, "Signal Heads," of the State Standard Specifications. All 12-inch red, yellow, and

green ball/arrow sections shall be furnished with Dialight LED modules from the Caltrans AML. Signal heads, visors and backplates shall be black. Backplates shall be louvered and include 3M Diamond Grade retroreflective strip.

17.11 PEDESTRIAN SIGNALS

The Contractor shall supply and install pedestrian signals per Section 86-1.02S, “Pedestrian Signal Heads,” of the State Standard Specifications.

All pedestrian signals shall be furnished with a combination Portland Orange “Up-Raised Hand”, and Lunar White “Walking Man” LED modules with self-contained “countdown” timer, and shall conform to Sections 4E.04 and 4E.07 of the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD). Modules shall be Dialight LED from the Caltrans AML.

All pedestrian indication symbols shall be completely filled in, outlined indications shall not be allowed.

Signal housing shall be black and utilize clamshell mounts for all poles.

17.12 PHOTOELECTRIC CONTROLS

Photoelectric control shall be Type II and pole top mounted in accordance with Section 86-1.02M, “Photoelectric Controls,” of the State Standard Specifications.

The Contractor shall supply all equipment, supplies, and material required for mounting the photoelectric cell.

17.13 SERVICE EQUIPMENT ENCLOSURE

All service equipment enclosures/service pedestals shall conform to Section 86-1.02P(2), “Service Equipment Enclosures,” of the State Standard Specifications, and shall not be painted.

Service equipment enclosures located within the City of Rocklin shall be installed in conformance with the PG&E Greenbook, latest edition and City of Rocklin Standard Drawing 8-4.

Service equipment enclosures for traffic signals shall be Tesco Type III-AF metered with battery backup system as shown on the plans.

If a service equipment enclosure will have power of 120/208v, the Contractor shall provide the required 5th clip meter socket configuration.

17.14 ACCESSIBLE PESDESTRIAN SIGNAL

The Contractor shall furnish and install accessible pedestrian signals (APS) where shown on the plans. APS shall conform to the State Standard Plan ES-5C and Section 86-1.02T, “Accessible Pedestrian Signals,” of the State Standard Specifications.

APS push button assemblies shall be a 3-wire APS push button assembly which shall include a push button station and a pedestrian head control unit. The APS shall be the Polara “iNS” iNavigator system.

Contractor shall supply all cabling including any and all cabling associated with the connections between each of the accessible pedestrian signal assemblies.

Pedestrian push buttons shall be 2” ADA pushbuttons, mounted 42” above finished grade to center of button, and meet reach requirements per Section 308.3, Side Reach, of the 2010 ADA Standards for Accessible Design, and which is available at the following website:

https://www.ada.gov/law-and-regs/design-standards/2010-stds/#top

Terminal screws shall be used for all bare wire terminations. Crimp terminals are not allowed.

Audible messages shall conform to the latest CA-MUTCD Section 4E. Pedestrian push buttons shall be within 5 feet from the edge of the access ramp pan (CAMUTCD Figure 4E-2).

Contractor shall submit Voice on Location and Walk Message (VOL) sheet –with proper English phonetic pronunciation for approval by the Engineer prior to proceeding with the purchase of the equipment.

The accessible pedestrian signal system must be manufactured within 6 months of delivery.

17.15 LOOP DETECTION SYSTEM

The 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, City of Rocklin Standard Drawing #8-5, and these Special Provisions.

The Contractor shall be responsible for locating and marking the positions of all traffic signal loops, detector handholes, and conduit. All locations shall be approved by the Engineer before any work is performed.

The Contractor shall coordinate with the City of Rocklin’s Traffic Supervisor, Naz Lazar, whose contact information is 916-625-5567, or naz.lazar@rocklin.ca.us. Work on or near existing traffic loops shall be meticulously planned and coordinated to identify the minimal impact necessary. If the traffic signal is to be placed into flash at any time to accommodate loop installation, all loop work shall be performed during nighttime hours as defined elsewhere in these Special Provisions.

All vehicle detectors shall be cut in and be inductive loop detector Type “A” and “D”. Bicycle loops shall be Type “B”- 5’x5’ with 5 turns.

Loop wire shall be Type 2 as noted in Section 86-1.02F(2)(c)(iii), “Inductive Loop Conductors,” of the State Standard Specifications and be THWN or XHHW, in polyethylene, or vinyl, tubing , # 14 stranded copper.

Lead-in cable shall be Type B copper per Section 86-1.02F(3)(d)(iii), “Detector Lead-in Cables,” of the State Standard Specifications.

Inductive loop detector includes a completely installed loop or group of loops in the roadway, and a lead-in cable installed and connected inside a controller cabinet. Vehicle detection loops shall be cut into the newly paved asphalt surface within 72 hours following paving operations. Contractor shall furnish loop continuity test results to the City within 24 hours of splicing.

Verify in the presence of the Engineer or Traffic Supervisor that the loops are operational before making the final splices between loop conductors and the lead-in cable.

Identify and tag each lead-in cable with the detector designation at the cabinet and pull box adjacent to the loops.

Where shown on the plans, the Contractor shall install new conduit and detector handholes per Caltrans standard.

17.16 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.

Luminaires shall be Leotek GreenCobra LED Street Light GC1 with 80F for number and type of LEDs, MV voltage, 4,000K color temperature, Type 3 distribution, gray finish, 530mA drive current and have the utility wattage label.

17.17 PG&E SERVICE CONNECTION

The City will provide the Contractor with the PG&E service connection design, upon completion by PG&E. The Contractor shall construct the PG&E service connection in accordance with PG&E Greenbook requirements.

17.18 CITY-FURNISHED AND CONTRACTOR-FURNISHED EQUIPMENT

The City will furnish for Contractor installation a McCain Model 332L controller cabinet assembly with Intelight 2070LX controller, GTT EVP phase selectors, APS control unit, and Tesco battery backup system, a Type III-AF service equipment enclosure, an Axis Q6075-E PTZ camera, and the traffic signal poles (with mast arms). The Contractor shall coordinate with the City regarding pick-up of the equipment and shall be responsible for all transportation from the City Corporation Yard to the intersection if the equipment is not already stored on site.

In addition to installing City-furnished equipment noted in the paragraph above, the Contractor shall also provide the following equipment to the City to backfill spare materials and shall be responsible for all transportation to deliver the equipment to the City’s Corporation Yard:

- McCain Model 332L controller cabinet assembly with Intelight 2070 LX controller, GTT EVP phase selectors, APS control unit, and Tesco battery back-up system
- Type III-AF service equipment enclosure per City of Rocklin Standard Drawing 8-1
- Axis Q6075-E PTZ camera

Furnishing and transporting this equipment to the City is included in the lump sum price paid for the traffic signal installation.

17.19 MEASUREMENT AND PAYMENT

The **LUMP SUM** price paid for the Traffic Signal at Whitney Ranch Parkway/University Avenue 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 traffic signal with intersection safety lighting, complete and in place. The work shall include, but is not limited to, supplying and installing signal pole foundations, controller cabinet with foundation, luminaires, vehicle heads, pedestrian signal heads, PTZ camera, conductors/cables, conduits, pull boxes, service equipment enclosure with foundation, supplying and installing traffic signal loops, loop detector handholes, loop wire, detector lead-in cables (DLCs), detector loop card inside the controller cabinet, photoelectric controls, roadway or street name signs mounted to mast arms, brackets for roadway or street name signs, pole numbers, pedestrian push button post, accessible pedestrian signals, installing City-furnished traffic signal poles, replacement of concrete flatwork when outside the limits of proposed concrete flatwork, and

coordination with PG&E, 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.

The **LUMP SUM** price paid for the Whitney Ranch Parkway Street Lighting 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 modify a street lighting system, complete and in place. The work shall include, but is not limited to, supplying and installing street light pole foundations, luminaires, conductors/cables, conduits, pull boxes, replacement of concrete flatwork when outside the limits of proposed concrete flatwork, and coordination with PG&E, 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.

PG&E Service Connection bid item shall be an **ALLOWANCE** from which the City and Contractor will negotiate a fair and reasonable price formalized in a contract change order. All labor, materials, tools, equipment, and incidentals involved in constructing a complete and functioning PG&E electrical service connection, including conduit, conductors/cables, and pull boxes, complete in place, shall be included in this bid item per PG&E standards, and as directed by the Engineer and no additional compensation will be made therefore.

18.00 ENVIRONMENTAL STEWARDSHIP

Mitigation measures shall conform to the measures listed in Appendix A and shall conform to Section 14, “Environmental Stewardship,” of the State Standard Specifications and these Special Provisions.

18.01 MEASUREMENT AND PAYMENT

The **LUMP SUM** price paid for implementing and fulfilling all environmental measures per the measures listed in Appendix A shall include full compensation for furnishing all labor, materials, tools, fencing, equipment and incidentals for doing all the work involved to implement and fulfill these Special Provisions as directed by the Engineer and no additional payment shall be allowed therefore.

19.00 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.

19.01 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 while aggregate base shall achieve 95% relative compaction.

Minor concrete will be accepted via a certificate of compliance, however, concrete cylinder samples will be collected and tested in accordance with CTM procedures.

19.02 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:

- Project Number, which is 50081 for this project;
- 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.

19.03 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.

APPENDIX A: Mitigation Measures

Memorandum

To:	David Mohlenbrok, City of Rocklin Hunter Young, City of Rocklin
From:	Claire Bromund Project Manager
Via:	Raul Cervantes, Mark Thomas
Date:	July 22, 2024
Re:	**Review of Placer Parkway Phase 1 Initial Study/Mitigated Negative Declaration for Construction of Whitney Ranch Parkway Widening in City of Rocklin**

Introduction

As identified in the Final Tier I Environmental Impact Report/Environmental Impact Statement (State Clearinghouse[SCH]#2003092069), prepared by South Placer Regional Transportation Authority and Caltrans, Placer Parkway would be a high-speed, limited access roadway connection between the State Route (SR) 65 corridor and the SR 70/99 corridor. Placer County, as the California Environmental Quality Act (CEQA) lead agency for the first phase of the project, prepared the Placer Parkway Phase 1 Improvements Initial Study/Mitigated Negative Declaration (IS/MND) (SCH#2015052032) and approved the Phase I project in 2015. Placer Parkway Phase I would extend freeway access at SR 65 with the construction a standard L-9 interchange at SR 65 and Whitney Ranch Parkway/Placer Parkway and an access-controlled extension of Placer Parkway to Foothills Boulevard North. Placer Parkway would terminate and become Whitney Ranch Parkway east of the southbound SR 65 exit ramp intersection, in the city of Rocklin.

Several commercial and residential projects in western Rocklin near Whitney Ranch Parkway and University Avenue are proposed to be constructed and open for business and occupation prior to the start of construction by Placer County of the Placer Parkway Phase I project. The City of Rocklin is proposing to authorize construction of the portion of the Placer Parkway Phase I project in its jurisdiction. The ultimate configuration in the city includes widening Whitney Ranch Parkway to six

lanes from Caltrans access control limits just east of SR 65 to University Avenue. In 2024, the City proposes to solicit construction bids for an interim condition, which would construct a deceleration lane along Whitney Ranch Parkway from east of the northbound SR 65 off-ramp intersection to a new driveway for Whitney Ranch Retail located on Whitney Ranch Parkway, and install traffic signals at the Whitney Ranch Parkway/University Avenue intersection.

This memorandum summarizes a review of the portions of the Placer Parkway Phase I project located in Rocklin, and the significant impacts and mitigation measures contained in the Placer Parkway Phase I IS/MND that are germane to the City of Rocklin's approval of project construction in its jurisdiction. Permits are not addressed in detail in this memorandum.

For the Placer Parkway Phase I project, the City of Rocklin is a responsible agency under CEQA, as defined by California Public Resources Code (CPRC). "Responsible agency" means a public agency, other than the lead agency, which has responsibility for carrying out or approving a project (13 CPRC §21069. As such, the City must consider the environmental effects of the project, as shown in the Placer Parkway Phase I IS/MND, prior to reaching a decision on the project, and is responsible for mitigating or avoiding the direct or indirect environmental effects of those parts of the project which it decides to carryout, finance, or approve (CEQA Guidelines §15096).

Environmental Impact Review

Table 1, below, lists the CEQA checklist issue areas for which significant impacts were identified for the Placer Parkway Phase 1 project in the IS/MND. The title of the mitigation measures adopted by Placer County to reduce each significant impact to less-than-significant levels are listed in the second column. A review of the project footprint, impact limits, and U.S. Army Corp of Engineers and U.S. Fish and Wildlife permit applications for the portions in the city of Rocklin was done to determine the applicability of the CEQA impact and mitigation measure. Whether the impact and mitigation is germane to the construction of the portion of the project in the jurisdiction of the City of Rocklin (the city limits), including the interim condition described previously, is noted in the third column. Where there are differences in the applicability of measures between the interim condition and full build out of Placer Parkway Phase I, those differences are noted. The full text of the applicable mitigation measures are included in the final section of this memorandum.

Table 1. Significant Impacts and Mitigation Measures In Placer Parkway Phase I IS/MND

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Aesthetics: Substantially degrade the existing visual character or quality of the site and its surroundings.	MM AES-1: Use Native Grass and Wildflower Species in Erosion Control Grassland Seed Mix MM AES-2: Replant Trees to Provide a Visual Buffer between the Proposed Placer Parkway and Rio Bravo Rocklin MM AES-3: Implement Measures to Comply with Tree Ordinance	**Not applicable.** Significant impact and mitigation are not in Rocklin project or city limits.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Air Quality: Violate any air quality standard or contribute substantially to an existing or projected air quality violation.	MM AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds	**Applicable.** Mitigation applies.
Air Quality: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	MM AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds	**Applicable.** Mitigation applies.
Biological Resources: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-5: Avoid and Minimize Potential Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk MM BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat MM BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary MM BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-5 does not apply to the proposed Interim Condition because shrimp habitat in the vicinity of the interim design was removed during construction of the Whitney Ranch Parkway Interchange project, as authorized for that separate project by permits obtained in 2014, or will be concurrently removed during construction of the separately authorized Whitney Ranch Retail development project to the south. MM BIO-6 does not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools mapped within the overlapping impact limits of the Placer Parkway Phase I project and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Biological Resources: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-6 does not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools mapped within overlapping impact limits of the Placer Parkway Phase I and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project.
Biological Resources: Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-11: Compensate for Permanent Fill of Waters of the United States	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-6 and BIO-11 do not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools and permanent fill of waters of the United States mapped within the overlapping impact limits of the Placer Parkway Phase I project and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project. MM BIO-11 does not apply to construction of the remainder of Placer Parkway Phase I within the city limits of Rocklin as no additional permanent fill of waters of the United States would occur in those limits.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Biological Resources: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM AES-3: Implement Measures to Comply with Tree Ordinance	**Not applicable.** No protected trees would be removed in the city of Rocklin.
Cultural Resources: Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	MM CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities	**Applicable.** Mitigation applies.
Cultural Resources: Disturb any human remains, including those interred outside of formal cemeteries.	MM CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities	**Applicable.** Mitigation applies.
Geology and Soils: Result in substantial soil erosion or the loss of topsoil.	MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable.** Mitigation applies.
Geology and Soils: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	MM GEO-2: Monitor Excavation and Earthmoving Activities	**Applicable.** Mitigation applies.
Hazards and Hazardous Materials: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	MM HAZ-1: Test Yellow Pavement Striping and Include Provisions in Standard BMPs MM HAZ-2: Prepare and Implement Health and Safety Plan	**Applicable, with exceptions.** MM HAZ-1 does not apply to the interim condition because the roadway striping in its limits was installed or replaced in 2015/2016 during construction of the Whitney Ranch Parkway project or otherwise was installed after the end of use of lead chromate and toxic levels of other metals or chemicals.
Hazards and Hazardous Materials: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	MM HAZ-1: Test Yellow Pavement Striping and Include Provisions in Standard BMPs MM HAZ-2: Prepare and Implement Health and Safety Plan	**Applicable, with exceptions.** MM HAZ-1 does not apply to the interim condition because the roadway striping in its limits was installed or replaced in 2015/2016 during construction of the Whitney Ranch Parkway project or otherwise was installed after the end of use of lead chromate and toxic levels of other metals or chemicals.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Hydrology and Water Quality: Violate any water quality standards or waste discharge requirements.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Otherwise substantially degrade water quality.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.

Placer Parkway Phase I Significant Impact Issue Area	**Placer Parkway Phase I Mitigation Measure (MM)**	**Applicability to Project in Rocklin**
Noise: Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.	MM NOI-1: Employ Noise-Reducing Construction Practices during Construction MM NOI-2. Limit Construction within 350-feet of Residential Uses	**Applicable.** Mitigation applies.
Noise: Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	MM NOI-1: Employ Noise-Reducing Construction Practices during Construction MM NOI-2. Limit Construction within 350-feet of Residential Uses	**Applicable.** Mitigation applies.
Transportation/Traffic: Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.	MM TRA-1. Install Traffic Signals at Affected Intersections to Ensure Acceptable Traffic Operations	**Not applicable.** Significant impact and mitigation are not in Rocklin project or city limits.
Transportation/Traffic: Conflict with an applicable congestion management program, including, but not limited to, level-of-service standards and travel demand measures or other standards established by the county congestion management agency for designated roads or highways.	MM TRA-1. Install Traffic Signals at Affected Intersections to Ensure Acceptable Traffic Operations	**Not applicable.** Significant impact and mitigation not in Rocklin project or city limits.
Transportation/Traffic: Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	MM TRA-2: Prepare and Implement a Traffic Management Plan	**Applicable.** Mitigation applies.
Transportation/Traffic: Result in inadequate emergency access.	MM TRA-2: Prepare and Implement a Traffic Management Plan	**Applicable.** Mitigation applies.

Full Text of Applicable Mitigation Measures

Mitigation Measure AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds

The following measures, or others that are necessary to achieve the construction NOX target of 82 lbs/day, will be implemented to ensure construction-related emissions do not exceed PCAPCD's NOX threshold:

- Require the usage of EPA rated Tier 4 interim or higher rated construction equipment. In general, replacing Tier 2 Equipment with Tier 4 interim rated equipment will reduce NOX emissions by 68% (94%, if using Tier 4 final rated equipment) (South Coast Air Quality Management District 2010).
- Require the usage of equipment that is retrofitted with Diesel Oxidation Catalysts or Selective Catalytic Reduction technology. In general, equipment that is retrofitted with this technology emits 40% less NOX than conventional equipment.
- Work with the PCAPCD to purchase NOX credits to offset remaining NOX construction emissions exceeding PCAPCD thresholds.

Mitigation Measure BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources

Prior to construction, the County's contractor will install high-visibility orange construction fencing and/or flagging, as appropriate, along the perimeter of the work area adjacent to Environmentally Sensitive Areas. Where specific buffer distances are required for sensitive biological resources (e.g., wetlands, sensitive species habitats, active bird nests, protected trees), buffer distances will be specified under the corresponding measures below. The County will ensure that the final construction plans show the locations where fencing will be installed. The plans will also define the fencing installation procedure. The County or contractor (at the discretion of the County) will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is repaired or replaced. The project's special provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel

Before any work occurs in the project area, including grading, the County will retain a qualified biologist (familiar with the resources to be protected) to conduct a mandatory contractor/worker environmental awareness training for construction personnel. The awareness training will be provided to all construction personnel (contractors and subcontractors) to brief them on the need to avoid effects on sensitive biological resources (e.g., wetlands, sensitive species, nesting birds, protected trees) adjacent to construction areas and the penalties for not complying with applicable state and federal laws and permit requirements. The biologist will inform all construction personnel

about the life history and habitat requirements of sensitive species with potential for occurrence onsite, the importance of maintaining habitat, and the terms and conditions of the biological opinion "BO) or other authorizing document. Proof of this instruction will be submitted to the County, and other overseeing agencies (e.g., USFWS), as appropriate.

The environmental training also will cover general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction. The crew foreman will be responsible for ensuring that crew members adhere to these guidelines and restrictions, and that new personnel review the environmental training prior to starting work onsite. General restrictions and guidelines that must be followed by construction personnel are listed below.

- Project-related vehicles will observe the posted speed limit on hard-surfaced roads and a 10 mile-per-hour speed limit on unpaved roads or access areas during travel on the project site.
- Project-related vehicles and construction equipment will restrict offroad travel to the designated construction area.
- Vegetation clearing and construction operations will be limited to the minimum necessary in areas of temporary access work areas and staging.
- All food-related trash will be disposed of in closed containers and removed from the project site at least once a week during the construction period. Construction personnel will not feed or otherwise attract wildlife to the project site.
- No pets or firearms will be allowed on the project site.
- To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside designated staging areas.

The training will also include identifying the BMPs written into construction specifications for avoiding and minimizing the introduction and spread of invasive plants, and the rationale behind their implementation during project construction. A note specifying this information will be included on the project Improvement Plans

Mitigation Measure BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats

The County will retain a qualified biologist to conduct weekly site visits during any ground-disturbing activities that occur within or adjacent to ESAs (e.g., wetlands, sensitive species habitat, active bird nests, protected trees). The purpose of the site visits is to ensure that measures identified in this report are properly implemented to avoid and minimize effects on sensitive biological resources and to ensure the project complies with all applicable permit requirements and agency conditions of approval. The biologist will ensure that fencing around ESAs remains in place during construction and that no construction personnel, equipment, or runoff/sediment from the construction area enters ESAs.

Mitigation Measure BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits

The County and its construction contractor will comply with all construction site BMPs specified in the Storm Water Pollution Prevention Plan (SWPPP) and any other permit conditions to minimize introduction of construction-related contaminants and sedimentation runoff. Broadly, these BMPs will address soil stabilization, sediment control, wind erosion control, vehicle tracking control, non-storm water management, and waste management practices. The BMPs will be based on the best conventional and best available technology.

The proposed project is subject to stormwater quality regulations established under the National Pollutant Discharge Elimination System (NPDES), described in Clean Water Act (CWA) Section 402. In California, the NPDES program requires that any construction activity disturbing 1 or more acres comply with the statewide General Permit, as authorized by the State Water Resources Control Board. The General Permit requires elimination or minimization of nonstormwater discharges from construction sites and the development and implementation of a SWPPP for the site. Below are the primary elements of the SWPPP.

- Description of site characteristics—including runoff and overland characteristics and soil erosion hazard—and construction procedures.
- Guidelines for proper application of erosion and sediment control BMPs.
- Description of measures to prevent and control toxic materials spills.
- Description of construction site housekeeping practices.

In addition to these primary elements, the SWPPP also specifies that the extent of soil and vegetative disturbance would be minimized by control fencing or other means and that the extent of soil disturbed at any given time would be minimized. The SWPPP must be retained at the construction site.

The BMPs will be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable and are subject to review and approval by the County. The County will perform routine inspections of the construction area to verify the BMPs are properly implemented and maintained. The County will notify contractors immediately if there is a noncompliance issue and will require compliance.

The BMPs will include, but are not limited to, the following.

- All earthwork in and around wetlands or other waters will occur in the dry season. Earthwork will not occur from the first day of the first significant rain (1 inch or greater) until June 1, or until wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Equipment used in and around drainages and wetlands will be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance will be performed at least 300 feet from all streams. Any necessary equipment washing will be carried out where the water cannot flow into drainages or wetlands.

- The contractor will be required to develop a hazardous material spill prevention control and countermeasure plan before construction begins. The plan will include strict onsite handling rules to keep construction and maintenance materials from entering wetlands and other waters, including procedures related to refueling, operating, storing and staging construction equipment and preventing and responding to spills. The plan will also identify the parties responsible for monitoring the spill response. During construction, any spills will be cleaned up immediately according to the spill prevention and countermeasure plan. The County will review and approve the contractors' hazardous material spill prevention control and countermeasure plan before allowing construction to begin.
- The following types of materials will not be rinsed or washed into the streets, shoulder areas, or gutters: concrete; solvents and adhesives; thinners; paints; fuels; sawdust; dirt; gasoline; asphalt and concrete saw slurry; heavily chlorinated water.
- Any surplus concrete rubble, asphalt, or other rubble from construction will be taken to a local landfill.
- An erosion and sediment control plan will be prepared and implemented for the project. It will include the following provisions and protocols. The SWPPP for the project will detail the applications and type of measures and the allowable exposure of unprotected soils.
    - Make discharge from dewatering operations, if needed, and runoff from disturbed areas conform to the water quality requirements of the waste discharge permit issued by the Central Valley Regional Water Quality Control Board.
    - Apply temporary erosion control measures, such as sandbagged silt fences, throughout construction of the proposed project and remove after the working area is stabilized or as directed by the engineer. Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet. Sprinkling will be controlled to avoid producing runoff. Paved roads will be swept daily following construction activities.
    - Conduct periodic maintenance of erosion and sediment control measures.
    - Plant an appropriate seed mix of native or naturalized species on disturbed areas upon completion of construction.
    - Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more) that could contribute sediment to waterways.
    - Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways. Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1. All stockpile areas will be surrounded by a filter fabric fence and interceptor dike.
    - Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
    - Use other temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and

temporary re-vegetation or other ground cover) to control erosion from disturbed areas as necessary.

- Avoid earth or organic material from being deposited or placed where it may be directly carried into nearby wetlands or other waters.

The County will also obtain a 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board, and a Lake and Streambed Alteration Agreement from the CDFW, both of which may contain additional BMPs and water quality measures to ensure the protection of water quality.

Mitigation Measure BIO-5: Avoid and Minimize Potential Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat
(*applicable to remaining Placer Parkway Phase I buildout, not construction of the Interim Condition*)

The following avoidance and minimization measures will be implemented prior to and during construction to protect vernal pool fairy shrimp habitat outside the project footprint.

- Ground disturbance within 250 feet of suitable vernal pool fairy shrimp habitat (i.e., vernal pools and wetland swales) will be avoided from the first day of the first significant rain (1 inch or greater) until June 1, or until suitable wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Consistent with Mitigation Measure BIO-1, a qualified biologist will guide the installation of exclusion fencing prior to the start of ground disturbing activities (including staging and grading). The exclusion fencing will be installed along the edge of the construction limits and in a manner that minimizes disturbance of adjacent wetlands. The exclusion fencing will consist of orange construction barrier and erosion control fencing or combination fencing and will be installed by the construction contractor.
- No herbicide will be applied within 100 feet of aquatic habitat, except when applied to cut stumps or frilled stems or injected into stems. No broadcast applications will be applied.

Mitigation Measure BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat
(*applicable to remaining Placer Parkway Phase I buildout, not construction of the Interim Condition*)

The County will compensate for the permanent loss of up to 1.40 acres and temporary loss of up to 0.94 acre of suitable habitat (vernal pools and vernal swales) for vernal pool fairy shrimp. Consistent with the County's current working draft of the PCCP, direct impacts on vernal pool fairy shrimp habitat will be mitigated at a minimum 2.25:1 ratio (1 acre preserved and 1.25 acre restored for every 1 acre affected). The exact acreage and location of compensatory mitigation will be based on final revisions to the project design and consultation with USFWS. Compensatory mitigation can be accomplished through one or a combination of the following three options.

- Purchase the appropriate number and type of habitat credits at a USFWS-approved mitigation bank or conservation area.

- Establish a conservation easement on a parcel(s) containing a sufficient amount of existing and restored vernal pool fairy shrimp habitat (based on minimum 2.25:1 ratio) and adaptively mange the mitigation lands consistent with the most current information on vernal pool fairy shrimp habitat requirements.
- Mitigate for vernal pool fairy shrimp habitat through an approved habitat conservation plan (i.e., PCCP) if the plan is finalized prior to the start of construction.

Mitigation Measure BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk

The County will remove vegetation (including trees, shrubs, and grasses) during the non-breeding season for Swainson's hawk (generally from September 16 to February 28), to the extent feasible.

If it is not feasible to remove all vegetation during the non-breeding season, then the County will retain a qualified wildlife biologist with knowledge of Swainson's hawk to conduct nesting surveys before the start of construction. Surveys will be conducted during the nesting season (March 1 through September 15) in accordance with the Swainson's Hawk Technical Advisory Committee's methodology (May 31, 2000) within the methodology's Survey Periods I, II, and III (March 1 through April 20) or according to updated methodologies as issued by CDFW. If construction will commence after March 1 but prior to April 5, then a minimum of two surveys will be conducted prior to the start of construction to determine whether Swainson's hawk are nesting within the survey area. For phased construction, surveys will continue throughout the remainder of the survey period to cover areas not under active construction. If surveys conclude that Swainson's hawk nests occur, and are occupied, the County will implement the following minimization measures.

- To prevent nest abandonment, the County will establish a minimum 1,000-foot no-disturbance buffer between the occupied nest and construction activities that occur during the nesting season (March 1 through September 15). The buffer distance may be reduced based on site-specific conditions or the nature of the construction activity (e.g., level of existing disturbance, location of the nest, status of nest and eggs/nestlings, and type and level of construction activity). The reduced buffer distance will be determined by a qualified biologist (with knowledge of the species) in coordination with CDFW.
- If the Swainson's hawk young fledge prior to September 15, project activities can proceed normally after a qualified biologist determines that the young are capable of independent survival (i.e., not being fed by parents).
- Nest trees will not be removed, if feasible. If a nest tree (any tree that has an active nest during the year the impact is to occur) must be removed, tree removal will be between September 16 and February 28.

Mitigation Measure BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat

The County will compensate for the permanent removal of suitable foraging habitat for Swainson's hawks by providing offsite habitat management lands as described in CDFW's Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (California Department of Fish and Game "994). The final acreage of offsite management lands to be provided

will depend on the distance between the project area and the nearest active nest site. The mitigation ratio varies from 0.5:1 to 1:1(dependent on the location of the closest known nest site) of habitat preserved for each acre lost. In lieu of acquiring offsite mitigation lands, the County may purchase mitigation credits for Swainson's hawk foraging habitat from a suitable mitigation or conservation bank that sells upland habitat credits with habitat function equal or similar to lands that are permanently affected by the project. To determine the appropriate mitigation ratio, information on the nearest nest will be collected during preconstruction Swainson's hawk surveys conducted under Mitigation Measure BIO-7. If no active nests are found during this survey, a search of the CNDDB will be conducted, and CDFW will be contacted to determine the nearest active nest (active within the previous 5 years).

In the event that the PCCP is in place prior to project construction, this compensation requirement will be considered met if the applicant pays mitigation fees for valley grassland habitat through the PCCP.

Mitigation Measure BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary

A qualified biologist will conduct preconstruction take avoidance surveys for burrowing owl no less than 14 days prior to and within 24 hours of initiating ground-disturbing activities. The survey area will encompass the designated work area (including staging areas) and a 500-foot buffer around this area.

To the maximum extent feasible (i.e., where the construction footprint can be modified), construction activities within 500 feet of active burrowing owl burrows will be avoided during the nesting season (February 1 to August 31).

If an active burrow is identified near a proposed work area and work cannot be conducted outside of the nesting season (February 1 to August 31), a no-activity zone will be established by a qualified biologist and in coordination with CDFW. The no-activity zone will be large enough to avoid nest abandonment and will extend a minimum of 250 feet around the burrow.

If burrowing owls are present at the site during the non-breeding season (September 1 through January 31), a qualified biologist will establish a no-activity zone that extends a minimum of 150 feet around the burrow.

If the designated no-activity zone for either breeding or non-breeding burrowing owls cannot be established, a wildlife biologist experienced in burrowing owl behavior will evaluate site-specific conditions and, in coordination with CDFW, recommend a smaller buffer (if possible) that still minimizes the potential to disturb the owls (and is deemed to still allow reproductive success during the breeding season). The site-specific buffer will consider the type and extent of the proposed activity occurring near the occupied burrow, the duration and timing of the activity, the sensitivity and habituation of the owls, and the dissimilarity of the proposed activity to background activities.

If burrowing owls are present within the direct disturbance area and cannot be avoided during non-breeding season (generally September 1 through January 31), passive relocation techniques (e.g., installing one-way doors at burrow entrances) shall be used instead of trapping. Passive relocation may also be used during the breeding season (February 1 through August 30) if a qualified biologist,

coordinating with CDFW, determines through site surveillance and/or scoping that the burrow is not occupied by burrowing owl adults, young, or eggs. The one-way doors shall be left in place for a minimum of 1 week and monitored daily to insure that the owls have left the burrow. Excavation of the burrow shall be conducted using hand tools and a section of flexible plastic pipe (at least 3 inches in diameter) shall be inserted into the burrow tunnel to maintain an escape route for any animals that may be inside the burrow.

Destruction of unoccupied burrows outside the work area will be avoided and visible markers will be placed near burrows to ensure they are not collapsed.

A qualified biologist will conduct ongoing surveillance of the project parcels for burrowing owls during project activities. If additional owls are observed using burrows within 500 feet of construction, a qualified biologist will determine if the owl(s) would be affected by future construction and if additional exclusion zones are required.

Mitigation Measure BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors

The County will remove vegetation during the non-breeding season for migratory birds and raptors (generally from September 1 to January 31), to the extent feasible.

If it is not feasible to remove vegetation during the non-breeding season, then the County will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The nesting surveys will be conducted in conjunction with Swainson's hawk and burrowing owl surveys conducted for Mitigation Measures BIO-6 and BIO-8 and will include a minimum of two separate surveys to look for active migratory bird and raptor nests. Surveys will include a search of all trees and shrubs, wetland, and grassland vegetation that provide suitable nesting habitat in the construction area. In addition, a 500-foot area around the project area will be surveyed for nesting raptors. Surveys should occur during the height of the breeding season (March 1 to June 1) with one survey occurring within 30 days prior to construction and the second survey occurring within 1 week after of the start of construction. If no active nests are detected during these surveys, no additional measures are required.

If an active nest is found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with USFWS and CDFW and will depend on the level of construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.

Mitigation Measure CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities

If previously-unidentified cultural materials are encountered or unearthed during construction, consistent with Caltrans and County policies to avoid cultural resources, work in that area will halt until a qualified archaeologist can evaluate the nature and significance of the find and identify an

appropriate course of treatment, in consultation with Caltrans and the State Historic Preservation Office, as appropriate. Treatment could include data recovery, analysis, and curation. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities

In the event that human remains are discovered, the Placer County coroner will be notified immediately. If the coroner determines the remains to be Native American in origin, the coroner will be responsible for notifying the NAHC, which will appoint a "most likely descendent" "MLD) (Public Resources Code "PRC] Section 5097.99). The archaeological consultant, project applicant, Placer County, and MLD will make all reasonable efforts to develop an agreement for the dignified treatment of human remains and associated or unassociated funerary objects (State CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The MLD will have 24 hours after notification by the NAHC to make their recommendation (PRC Section 5097.98). If the MLD does not agree to the reburial method, the project shall follow PRC Section 5097.98(b), which states, "The landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure GEO-1: Implement Temporary Construction Site BMPs

The County will implement the temporary construction site BMPs identified in the project's Storm Water Data Report (California Department of Transportation 2"14b). Whenever possible, earth-disturbing construction activities should not be scheduled during anticipated rain events. Construction site BMPs should be installed prior to the start of construction or as early as feasibly possible during construction. Drainage Shed Areas will be protected in accordance with the Project's pollution control measures. The construction site BMP strategy for this project will consist of implementing the following measures.

- Soil stabilization measures including move-in/move-out (erosion control), temporary hydraulic mulch, temporary cover and temporary fence (type ESA).
- Sediment control measures including temporary fiber rolls, temporary silt fence, and temporary drainage inlet protection.
- Tracking control including stabilized construction entrances/exits and street sweeping.
- Non-stormwater management measures including concrete washout bins.
- General construction site management including training employees and subcontractors. Training shall address the proper selection, deployment, and repair of construction site BMPs used within project limits.

The design of all construction BMPs will comply with the design requirements found in the Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide and Construction Site Best Management Practices Manual.

Mitigation Measure GEO-2: Monitor Excavation and Earthmoving Activities

Excavation and earthmoving in native soil and sediment in the project area will be monitored by a qualified professional under the supervision of a California licensed Professional Geologist. Moving of imported fill material does not require monitoring.

If paleontological resources are discovered during construction activities, specific steps to evaluate and salvage fossil specimens, document their scientific value, and store specimens in a recognized repository institution, as appropriate, will be taken. The detailed approach to implementation of this mitigation is provided in Chapter 8 of the PER/PPMP (California Department of Transportation 2"14a).

Mitigation Measure HAZ-2: Prepare and Implement Health and Safety Plan

Consistent with the mitigation commitment in the Placer Parkway Corridor Preservation Tier 1 EIS/EIR, a Health and Safety Plan will be prepared by the contractor prior to construction. This plan will describe appropriate procedures to follow in the event that any contaminated soil or groundwater is encountered during construction activities. Any unknown substances should be tested, handled, and disposed of in accordance with appropriate federal, state, and local regulations.

Mitigation Measure NOI-1: Employ Noise-Reducing Construction Practices during Construction

During construction, project proponents will employ best practices to reduce construction noise at noise-sensitive land uses. Implementation of this measure will ensure that construction noise levels, as applicable, do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.) for construction activities 350-feet or further from residential land uses.

Measures used to limit construction noise include the following:

- Locating stationary equipment (e.g., generators, compressors, rock crushers, cement mixers, idling trucks) as far as possible from noise-sensitive land uses.
- Prohibiting gasoline or diesel engines from having unmuffled exhaust.
- Requiring that all construction equipment powered by gasoline or diesel engines have sound-control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation.
- Preventing excessive noise by shutting down idle vehicles or equipment.
- Using noise-reducing enclosures around noise-generating equipment.
- Selecting haul routes that affect the fewest number of people.

Constructing barriers to block sound transmission to noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment.

Mitigation Measure NOI-2. Limit Construction within 350-feet of Residential Uses

In addition to the measures included in NOI-1, construction activities within 350 feet of residential uses will be limited to the hours between 7:00 am and 10:00 pm in order to ensure that construction noise levels do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.).

Mitigation Measure TRA-2: Prepare and Implement a Traffic Management Plan

The County will develop or require its contractors to develop a traffic management plan (TMP) that will be implemented throughout project construction. The TMP will:

- Contain a plan for communicating with emergency service providers, and an access and circulation plan for use by emergency vehicles when lane closures or detours are in effect.
- Specify that the contractor will provide advance notice of lane or road closures to local fire and police departments to ensure that emergency routes are designated to maintain response times.
- Provide specific standards to be followed for traffic control signage and implementation to minimize hazards for vehicles travelling through the project area during construction.
- Contain a plan for communicating to the public the locations and routes of detours.
- Require that access to driveways and private roads be maintained at all times.

The provisions of the traffic management plan will be incorporated into the terms and specifications of the contracts for construction of the proposed project and will be implemented during the entire construction period.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE WHITNEY RANCH PARKWAY WIDENING PROJECT

WHEREAS, the Whitney Ranch Parkway Widening Project consists of providing a City-led interim condition of Whitney Ranch Parkway between Rocklin city limits and University Avenue preparatory to its ultimate alignment to be constructed as part of Placer County's Placer Parkway Phase 1 Project between State Route 65 and Rocklin city limits; and

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors, acting as the lead agency under California Environmental Quality Act (CEQA) Guidelines, approved an Initial Study/Mitigated Negative Declaration (IS/MND) (SCH2015052032) for the Placer Parkway Phase 1 Project; and

WHEREAS, City staff retained Mark Thomas & Company, Inc. as the design team to provide professional engineering and environmental support services for the project; and

WHEREAS, as a Responsible Agency under CEQA Guidelines Section 15096, the City of Rocklin has responsibility for mitigating or avoiding only the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve and must incorporate applicable CEQA mitigation measures from the County-approved IS/MND into its project to ensure compliance with CEQA guidelines; and

WHEREAS, the City Council has considered the Initial Study/Mitigated Negative Declaration (IS/MND) (SCH2015052032) for the Placer Parkway Phase 1 Project prepared by the Placer County Board of Supervisors, and the design team has prepared a memorandum that identifies the applicable CEQA mitigation measures for the project to be incorporated into the project specifications.

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

Section 1. Approves the memorandum that identifies the applicable CEQA mitigation measures for the Whitney Ranch Parkway Widening Project attached hereto as Exhibit "A", and incorporated herein by this reference.

Section 2. Adopts the mitigation monitoring and reporting program attached hereto as Exhibit "B", and incorporated herein by this reference.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Memorandum

To:	David Mohlenbrok, City of Rocklin Hunter Young, City of Rocklin
From:	Claire Bromund Project Manager
Via:	Raul Cervantes, Mark Thomas
Date:	July 22, 2024
Re:	Review of Placer Parkway Phase 1 Initial Study/Mitigated Negative Declaration for Construction of Whitney Ranch Parkway Widening in City of Rocklin

Introduction

As identified in the Final Tier I Environmental Impact Report/Environmental Impact Statement (State Clearinghouse[SCH]#2003092069), prepared by South Placer Regional Transportation Authority and Caltrans, Placer Parkway would be a high-speed, limited access roadway connection between the State Route (SR) 65 corridor and the SR 70/99 corridor. Placer County, as the California Environmental Quality Act (CEQA) lead agency for the first phase of the project, prepared the Placer Parkway Phase 1 Improvements Initial Study/Mitigated Negative Declaration (IS/MND) (SCH#2015052032) and approved the Phase I project in 2015. Placer Parkway Phase I would extend freeway access at SR 65 with the construction a standard L-9 interchange at SR 65 and Whitney Ranch Parkway/Placer Parkway and an access-controlled extension of Placer Parkway to Foothills Boulevard North. Placer Parkway would terminate and become Whitney Ranch Parkway east of the southbound SR 65 exit ramp intersection, in the city of Rocklin.

Several commercial and residential projects in western Rocklin near Whitney Ranch Parkway and University Avenue are proposed to be constructed and open for business and occupation prior to the start of construction by Placer County of the Placer Parkway Phase I project. The City of Rocklin is proposing to authorize construction of the portion of the Placer Parkway Phase I project in its jurisdiction. The ultimate configuration in the city includes widening Whitney Ranch Parkway to six

lanes from Caltrans access control limits just east of SR 65 to University Avenue. In 2024, the City proposes to solicit construction bids for an interim condition, which would construct a deceleration lane along Whitney Ranch Parkway from east of the northbound SR 65 off-ramp intersection to a new driveway for Whitney Ranch Retail located on Whitney Ranch Parkway, and install traffic signals at the Whitney Ranch Parkway/University Avenue intersection.

This memorandum summarizes a review of the portions of the Placer Parkway Phase I project located in Rocklin, and the significant impacts and mitigation measures contained in the Placer Parkway Phase I IS/MND that are germane to the City of Rocklin's approval of project construction in its jurisdiction. Permits are not addressed in detail in this memorandum.

For the Placer Parkway Phase I project, the City of Rocklin is a responsible agency under CEQA, as defined by California Public Resources Code (CPRC). "Responsible agency" means a public agency, other than the lead agency, which has responsibility for carrying out or approving a project (13 CPRC §21069. As such, the City must consider the environmental effects of the project, as shown in the Placer Parkway Phase I IS/MND, prior to reaching a decision on the project, and is responsible for mitigating or avoiding the direct or indirect environmental effects of those parts of the project which it decides to carryout, finance, or approve (CEQA Guidelines §15096).

Environmental Impact Review

Table 1, below, lists the CEQA checklist issue areas for which significant impacts were identified for the Placer Parkway Phase 1 project in the IS/MND. The title of the mitigation measures adopted by Placer County to reduce each significant impact to less-than-significant levels are listed in the second column. A review of the project footprint, impact limits, and U.S. Army Corp of Engineers and U.S. Fish and Wildlife permit applications for the portions in the city of Rocklin was done to determine the applicability of the CEQA impact and mitigation measure. Whether the impact and mitigation is germane to the construction of the portion of the project in the jurisdiction of the City of Rocklin (the city limits), including the interim condition described previously, is noted in the third column. Where there are differences in the applicability of measures between the interim condition and full build out of Placer Parkway Phase I, those differences are noted. The full text of the applicable mitigation measures are included in the final section of this memorandum.

Table 1. Significant Impacts and Mitigation Measures In Placer Parkway Phase I IS/MND

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Aesthetics: Substantially degrade the existing visual character or quality of the site and its surroundings.	MM AES-1: Use Native Grass and Wildflower Species in Erosion Control Grassland Seed Mix MM AES-2: Replant Trees to Provide a Visual Buffer between the Proposed Placer Parkway and Rio Bravo Rocklin MM AES-3: Implement Measures to Comply with Tree Ordinance	Not applicable. Significant impact and mitigation are not in Rocklin project or city limits.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Air Quality: Violate any air quality standard or contribute substantially to an existing or projected air quality violation.	MM AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds	Applicable. Mitigation applies.
Air Quality: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	MM AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds	Applicable. Mitigation applies.
Biological Resources: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-5: Avoid and Minimize Potential Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk MM BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat MM BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary MM BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-5 does not apply to the proposed Interim Condition because shrimp habitat in the vicinity of the interim design was removed during construction of the Whitney Ranch Parkway Interchange project, as authorized for that separate project by permits obtained in 2014, or will be concurrently removed during construction of the separately authorized Whitney Ranch Retail development project to the south. MM BIO-6 does not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools mapped within the overlapping impact limits of the Placer Parkway Phase I project and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Biological Resources: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-6 does not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools mapped within overlapping impact limits of the Placer Parkway Phase I and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project.
Biological Resources: Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-11: Compensate for Permanent Fill of Waters of the United States	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-6 and BIO-11 do not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools and permanent fill of waters of the United States mapped within the overlapping impact limits of the Placer Parkway Phase I project and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project. MM BIO-11 does not apply to construction of the remainder of Placer Parkway Phase I within the city limits of Rocklin as no additional permanent fill of waters of the United States would occur in those limits.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Biological Resources: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM AES-3: Implement Measures to Comply with Tree Ordinance	Not applicable. No protected trees would be removed in the city of Rocklin.
Cultural Resources: Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	MM CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities	Applicable. Mitigation applies.
Cultural Resources: Disturb any human remains, including those interred outside of formal cemeteries.	MM CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities	Applicable. Mitigation applies.
Geology and Soils: Result in substantial soil erosion or the loss of topsoil.	MM GEO-1: Implement Temporary Construction Site BMPs	Applicable. Mitigation applies.
Geology and Soils: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	MM GEO-2: Monitor Excavation and Earthmoving Activities	Applicable. Mitigation applies.
Hazards and Hazardous Materials: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	MM HAZ-1: Test Yellow Pavement Striping and Include Provisions in Standard BMPs MM HAZ-2: Prepare and Implement Health and Safety Plan	Applicable, with exceptions. MM HAZ-1 does not apply to the interim condition because the roadway striping in its limits was installed or replaced in 2015/2016 during construction of the Whitney Ranch Parkway project or otherwise was installed after the end of use of lead chromate and toxic levels of other metals or chemicals.
Hazards and Hazardous Materials: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	MM HAZ-1: Test Yellow Pavement Striping and Include Provisions in Standard BMPs MM HAZ-2: Prepare and Implement Health and Safety Plan	Applicable, with exceptions. MM HAZ-1 does not apply to the interim condition because the roadway striping in its limits was installed or replaced in 2015/2016 during construction of the Whitney Ranch Parkway project or otherwise was installed after the end of use of lead chromate and toxic levels of other metals or chemicals.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Hydrology and Water Quality: Violate any water quality standards or waste discharge requirements.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Otherwise substantially degrade water quality.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	Applicable, with exceptions. Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Noise: Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.	MM NOI-1: Employ Noise-Reducing Construction Practices during Construction MM NOI-2. Limit Construction within 350-feet of Residential Uses	Applicable. Mitigation applies.
Noise: Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	MM NOI-1: Employ Noise-Reducing Construction Practices during Construction MM NOI-2. Limit Construction within 350-feet of Residential Uses	Applicable. Mitigation applies.
Transportation/Traffic: Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.	MM TRA-1. Install Traffic Signals at Affected Intersections to Ensure Acceptable Traffic Operations	Not applicable. Significant impact and mitigation are not in Rocklin project or city limits.
Transportation/Traffic: Conflict with an applicable congestion management program, including, but not limited to, level-of-service standards and travel demand measures or other standards established by the county congestion management agency for designated roads or highways.	MM TRA-1. Install Traffic Signals at Affected Intersections to Ensure Acceptable Traffic Operations	Not applicable. Significant impact and mitigation not in Rocklin project or city limits.
Transportation/Traffic: Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	MM TRA-2: Prepare and Implement a Traffic Management Plan	Applicable. Mitigation applies.
Transportation/Traffic: Result in inadequate emergency access.	MM TRA-2: Prepare and Implement a Traffic Management Plan	Applicable. Mitigation applies.

Full Text of Applicable Mitigation Measures

Mitigation Measure AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds

The following measures, or others that are necessary to achieve the construction NOX target of 82 lbs/day, will be implemented to ensure construction-related emissions do not exceed PCAPCD's NOX threshold:

- Require the usage of EPA rated Tier 4 interim or higher rated construction equipment. In general, replacing Tier 2 Equipment with Tier 4 interim rated equipment will reduce NOX emissions by 68% (94%, if using Tier 4 final rated equipment) (South Coast Air Quality Management District 2010).
- Require the usage of equipment that is retrofitted with Diesel Oxidation Catalysts or Selective Catalytic Reduction technology. In general, equipment that is retrofitted with this technology emits 40% less NOX than conventional equipment.
- Work with the PCAPCD to purchase NOX credits to offset remaining NOX construction emissions exceeding PCAPCD thresholds.

Mitigation Measure BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources

Prior to construction, the County's contractor will install high-visibility orange construction fencing and/or flagging, as appropriate, along the perimeter of the work area adjacent to Environmentally Sensitive Areas. Where specific buffer distances are required for sensitive biological resources (e.g., wetlands, sensitive species habitats, active bird nests, protected trees), buffer distances will be specified under the corresponding measures below. The County will ensure that the final construction plans show the locations where fencing will be installed. The plans will also define the fencing installation procedure. The County or contractor (at the discretion of the County) will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is repaired or replaced. The project's special provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel

Before any work occurs in the project area, including grading, the County will retain a qualified biologist (familiar with the resources to be protected) to conduct a mandatory contractor/worker environmental awareness training for construction personnel. The awareness training will be provided to all construction personnel (contractors and subcontractors) to brief them on the need to avoid effects on sensitive biological resources (e.g., wetlands, sensitive species, nesting birds, protected trees) adjacent to construction areas and the penalties for not complying with applicable state and federal laws and permit requirements. The biologist will inform all construction personnel

about the life history and habitat requirements of sensitive species with potential for occurrence onsite, the importance of maintaining habitat, and the terms and conditions of the biological opinion "BO) or other authorizing document. Proof of this instruction will be submitted to the County, and other overseeing agencies (e.g., USFWS), as appropriate.

The environmental training also will cover general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction. The crew foreman will be responsible for ensuring that crew members adhere to these guidelines and restrictions, and that new personnel review the environmental training prior to starting work onsite. General restrictions and guidelines that must be followed by construction personnel are listed below.

- Project-related vehicles will observe the posted speed limit on hard-surfaced roads and a 10 mile-per-hour speed limit on unpaved roads or access areas during travel on the project site.
- Project-related vehicles and construction equipment will restrict offroad travel to the designated construction area.
- Vegetation clearing and construction operations will be limited to the minimum necessary in areas of temporary access work areas and staging.
- All food-related trash will be disposed of in closed containers and removed from the project site at least once a week during the construction period. Construction personnel will not feed or otherwise attract wildlife to the project site.
- No pets or firearms will be allowed on the project site.
- To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside designated staging areas.

The training will also include identifying the BMPs written into construction specifications for avoiding and minimizing the introduction and spread of invasive plants, and the rationale behind their implementation during project construction. A note specifying this information will be included on the project Improvement Plans

Mitigation Measure BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats

The County will retain a qualified biologist to conduct weekly site visits during any ground-disturbing activities that occur within or adjacent to ESAs (e.g., wetlands, sensitive species habitat, active bird nests, protected trees). The purpose of the site visits is to ensure that measures identified in this report are properly implemented to avoid and minimize effects on sensitive biological resources and to ensure the project complies with all applicable permit requirements and agency conditions of approval. The biologist will ensure that fencing around ESAs remains in place during construction and that no construction personnel, equipment, or runoff/sediment from the construction area enters ESAs.

Mitigation Measure BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits

The County and its construction contractor will comply with all construction site BMPs specified in the Storm Water Pollution Prevention Plan (SWPPP) and any other permit conditions to minimize introduction of construction-related contaminants and sedimentation runoff. Broadly, these BMPs will address soil stabilization, sediment control, wind erosion control, vehicle tracking control, non-storm water management, and waste management practices. The BMPs will be based on the best conventional and best available technology.

The proposed project is subject to stormwater quality regulations established under the National Pollutant Discharge Elimination System (NPDES), described in Clean Water Act (CWA) Section 402. In California, the NPDES program requires that any construction activity disturbing 1 or more acres comply with the statewide General Permit, as authorized by the State Water Resources Control Board. The General Permit requires elimination or minimization of nonstormwater discharges from construction sites and the development and implementation of a SWPPP for the site. Below are the primary elements of the SWPPP.

- Description of site characteristics—including runoff and overland characteristics and soil erosion hazard—and construction procedures.
- Guidelines for proper application of erosion and sediment control BMPs.
- Description of measures to prevent and control toxic materials spills.
- Description of construction site housekeeping practices.

In addition to these primary elements, the SWPPP also specifies that the extent of soil and vegetative disturbance would be minimized by control fencing or other means and that the extent of soil disturbed at any given time would be minimized. The SWPPP must be retained at the construction site.

The BMPs will be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable and are subject to review and approval by the County. The County will perform routine inspections of the construction area to verify the BMPs are properly implemented and maintained. The County will notify contractors immediately if there is a noncompliance issue and will require compliance.

The BMPs will include, but are not limited to, the following.

- All earthwork in and around wetlands or other waters will occur in the dry season. Earthwork will not occur from the first day of the first significant rain (1 inch or greater) until June 1, or until wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Equipment used in and around drainages and wetlands will be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance will be performed at least 300 feet from all streams. Any necessary equipment washing will be carried out where the water cannot flow into drainages or wetlands.

- The contractor will be required to develop a hazardous material spill prevention control and countermeasure plan before construction begins. The plan will include strict onsite handling rules to keep construction and maintenance materials from entering wetlands and other waters, including procedures related to refueling, operating, storing and staging construction equipment and preventing and responding to spills. The plan will also identify the parties responsible for monitoring the spill response. During construction, any spills will be cleaned up immediately according to the spill prevention and countermeasure plan. The County will review and approve the contractors' hazardous material spill prevention control and countermeasure plan before allowing construction to begin.
- The following types of materials will not be rinsed or washed into the streets, shoulder areas, or gutters: concrete; solvents and adhesives; thinners; paints; fuels; sawdust; dirt; gasoline; asphalt and concrete saw slurry; heavily chlorinated water.
- Any surplus concrete rubble, asphalt, or other rubble from construction will be taken to a local landfill.
- An erosion and sediment control plan will be prepared and implemented for the project. It will include the following provisions and protocols. The SWPPP for the project will detail the applications and type of measures and the allowable exposure of unprotected soils.
    - Make discharge from dewatering operations, if needed, and runoff from disturbed areas conform to the water quality requirements of the waste discharge permit issued by the Central Valley Regional Water Quality Control Board.
    - Apply temporary erosion control measures, such as sandbagged silt fences, throughout construction of the proposed project and remove after the working area is stabilized or as directed by the engineer. Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet. Sprinkling will be controlled to avoid producing runoff. Paved roads will be swept daily following construction activities.
    - Conduct periodic maintenance of erosion and sediment control measures.
    - Plant an appropriate seed mix of native or naturalized species on disturbed areas upon completion of construction.
    - Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more) that could contribute sediment to waterways.
    - Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways. Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1. All stockpile areas will be surrounded by a filter fabric fence and interceptor dike.
    - Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
    - Use other temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and

temporary re-vegetation or other ground cover) to control erosion from disturbed areas as necessary.

- Avoid earth or organic material from being deposited or placed where it may be directly carried into nearby wetlands or other waters.

The County will also obtain a 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board, and a Lake and Streambed Alteration Agreement from the CDFW, both of which may contain additional BMPs and water quality measures to ensure the protection of water quality.

Mitigation Measure BIO-5: Avoid and Minimize Potential Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat (*applicable to remaining Placer Parkway Phase I buildout, not construction of the Interim Condition*)

The following avoidance and minimization measures will be implemented prior to and during construction to protect vernal pool fairy shrimp habitat outside the project footprint.

- Ground disturbance within 250 feet of suitable vernal pool fairy shrimp habitat (i.e., vernal pools and wetland swales) will be avoided from the first day of the first significant rain (1 inch or greater) until June 1, or until suitable wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Consistent with Mitigation Measure BIO-1, a qualified biologist will guide the installation of exclusion fencing prior to the start of ground disturbing activities (including staging and grading). The exclusion fencing will be installed along the edge of the construction limits and in a manner that minimizes disturbance of adjacent wetlands. The exclusion fencing will consist of orange construction barrier and erosion control fencing or combination fencing and will be installed by the construction contractor.
- No herbicide will be applied within 100 feet of aquatic habitat, except when applied to cut stumps or frilled stems or injected into stems. No broadcast applications will be applied.

Mitigation Measure BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat (*applicable to remaining Placer Parkway Phase I buildout, not construction of the Interim Condition*)

The County will compensate for the permanent loss of up to 1.40 acres and temporary loss of up to 0.94 acre of suitable habitat (vernal pools and vernal swales) for vernal pool fairy shrimp. Consistent with the County's current working draft of the PCCP, direct impacts on vernal pool fairy shrimp habitat will be mitigated at a minimum 2.25:1 ratio (1 acre preserved and 1.25 acre restored for every 1 acre affected). The exact acreage and location of compensatory mitigation will be based on final revisions to the project design and consultation with USFWS. Compensatory mitigation can be accomplished through one or a combination of the following three options.

- Purchase the appropriate number and type of habitat credits at a USFWS-approved mitigation bank or conservation area.

- Establish a conservation easement on a parcel(s) containing a sufficient amount of existing and restored vernal pool fairy shrimp habitat (based on minimum 2.25:1 ratio) and adaptively mange the mitigation lands consistent with the most current information on vernal pool fairy shrimp habitat requirements.
- Mitigate for vernal pool fairy shrimp habitat through an approved habitat conservation plan (i.e., PCCP) if the plan is finalized prior to the start of construction.

Mitigation Measure BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk

The County will remove vegetation (including trees, shrubs, and grasses) during the non-breeding season for Swainson's hawk (generally from September 16 to February 28), to the extent feasible.

If it is not feasible to remove all vegetation during the non-breeding season, then the County will retain a qualified wildlife biologist with knowledge of Swainson's hawk to conduct nesting surveys before the start of construction. Surveys will be conducted during the nesting season (March 1 through September 15) in accordance with the Swainson's Hawk Technical Advisory Committee's methodology (May 31, 2000) within the methodology's Survey Periods I, II, and III (March 1 through April 20) or according to updated methodologies as issued by CDFW. If construction will commence after March 1 but prior to April 5, then a minimum of two surveys will be conducted prior to the start of construction to determine whether Swainson's hawk are nesting within the survey area. For phased construction, surveys will continue throughout the remainder of the survey period to cover areas not under active construction. If surveys conclude that Swainson's hawk nests occur, and are occupied, the County will implement the following minimization measures.

- To prevent nest abandonment, the County will establish a minimum 1,000-foot no-disturbance buffer between the occupied nest and construction activities that occur during the nesting season (March 1 through September 15). The buffer distance may be reduced based on site-specific conditions or the nature of the construction activity (e.g., level of existing disturbance, location of the nest, status of nest and eggs/nestlings, and type and level of construction activity). The reduced buffer distance will be determined by a qualified biologist (with knowledge of the species) in coordination with CDFW.
- If the Swainson's hawk young fledge prior to September 15, project activities can proceed normally after a qualified biologist determines that the young are capable of independent survival (i.e., not being fed by parents).
- Nest trees will not be removed, if feasible. If a nest tree (any tree that has an active nest during the year the impact is to occur) must be removed, tree removal will be between September 16 and February 28.

Mitigation Measure BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat

The County will compensate for the permanent removal of suitable foraging habitat for Swainson's hawks by providing offsite habitat management lands as described in CDFW's Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (California Department of Fish and Game "994). The final acreage of offsite management lands to be provided

will depend on the distance between the project area and the nearest active nest site. The mitigation ratio varies from 0.5:1 to 1:1(dependent on the location of the closest known nest site) of habitat preserved for each acre lost. In lieu of acquiring offsite mitigation lands, the County may purchase mitigation credits for Swainson's hawk foraging habitat from a suitable mitigation or conservation bank that sells upland habitat credits with habitat function equal or similar to lands that are permanently affected by the project. To determine the appropriate mitigation ratio, information on the nearest nest will be collected during preconstruction Swainson's hawk surveys conducted under Mitigation Measure BIO-7. If no active nests are found during this survey, a search of the CNDDB will be conducted, and CDFW will be contacted to determine the nearest active nest (active within the previous 5 years).

In the event that the PCCP is in place prior to project construction, this compensation requirement will be considered met if the applicant pays mitigation fees for valley grassland habitat through the PCCP.

Mitigation Measure BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary

A qualified biologist will conduct preconstruction take avoidance surveys for burrowing owl no less than 14 days prior to and within 24 hours of initiating ground-disturbing activities. The survey area will encompass the designated work area (including staging areas) and a 500-foot buffer around this area.

To the maximum extent feasible (i.e., where the construction footprint can be modified), construction activities within 500 feet of active burrowing owl burrows will be avoided during the nesting season (February 1 to August 31).

If an active burrow is identified near a proposed work area and work cannot be conducted outside of the nesting season (February 1 to August 31), a no-activity zone will be established by a qualified biologist and in coordination with CDFW. The no-activity zone will be large enough to avoid nest abandonment and will extend a minimum of 250 feet around the burrow.

If burrowing owls are present at the site during the non-breeding season (September 1 through January 31), a qualified biologist will establish a no-activity zone that extends a minimum of 150 feet around the burrow.

If the designated no-activity zone for either breeding or non-breeding burrowing owls cannot be established, a wildlife biologist experienced in burrowing owl behavior will evaluate site-specific conditions and, in coordination with CDFW, recommend a smaller buffer (if possible) that still minimizes the potential to disturb the owls (and is deemed to still allow reproductive success during the breeding season). The site-specific buffer will consider the type and extent of the proposed activity occurring near the occupied burrow, the duration and timing of the activity, the sensitivity and habituation of the owls, and the dissimilarity of the proposed activity to background activities.

If burrowing owls are present within the direct disturbance area and cannot be avoided during non-breeding season (generally September 1 through January 31), passive relocation techniques (e.g., installing one-way doors at burrow entrances) shall be used instead of trapping. Passive relocation may also be used during the breeding season (February 1 through August 30) if a qualified biologist,

coordinating with CDFW, determines through site surveillance and/or scoping that the burrow is not occupied by burrowing owl adults, young, or eggs. The one-way doors shall be left in place for a minimum of 1 week and monitored daily to insure that the owls have left the burrow. Excavation of the burrow shall be conducted using hand tools and a section of flexible plastic pipe (at least 3 inches in diameter) shall be inserted into the burrow tunnel to maintain an escape route for any animals that may be inside the burrow.

Destruction of unoccupied burrows outside the work area will be avoided and visible markers will be placed near burrows to ensure they are not collapsed.

A qualified biologist will conduct ongoing surveillance of the project parcels for burrowing owls during project activities. If additional owls are observed using burrows within 500 feet of construction, a qualified biologist will determine if the owl(s) would be affected by future construction and if additional exclusion zones are required.

Mitigation Measure BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors

The County will remove vegetation during the non-breeding season for migratory birds and raptors (generally from September 1 to January 31), to the extent feasible.

If it is not feasible to remove vegetation during the non-breeding season, then the County will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The nesting surveys will be conducted in conjunction with Swainson's hawk and burrowing owl surveys conducted for Mitigation Measures BIO-6 and BIO-8 and will include a minimum of two separate surveys to look for active migratory bird and raptor nests. Surveys will include a search of all trees and shrubs, wetland, and grassland vegetation that provide suitable nesting habitat in the construction area. In addition, a 500-foot area around the project area will be surveyed for nesting raptors. Surveys should occur during the height of the breeding season (March 1 to June 1) with one survey occurring within 30 days prior to construction and the second survey occurring within 1 week after of the start of construction. If no active nests are detected during these surveys, no additional measures are required.

If an active nest is found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with USFWS and CDFW and will depend on the level of construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.

Mitigation Measure CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities

If previously-unidentified cultural materials are encountered or unearthed during construction, consistent with Caltrans and County policies to avoid cultural resources, work in that area will halt until a qualified archaeologist can evaluate the nature and significance of the find and identify an

appropriate course of treatment, in consultation with Caltrans and the State Historic Preservation Office, as appropriate. Treatment could include data recovery, analysis, and curation. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities

In the event that human remains are discovered, the Placer County coroner will be notified immediately. If the coroner determines the remains to be Native American in origin, the coroner will be responsible for notifying the NAHC, which will appoint a "most likely descendent" "MLD) (Public Resources Code "PRC] Section 5097.99). The archaeological consultant, project applicant, Placer County, and MLD will make all reasonable efforts to develop an agreement for the dignified treatment of human remains and associated or unassociated funerary objects (State CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The MLD will have 24 hours after notification by the NAHC to make their recommendation (PRC Section 5097.98). If the MLD does not agree to the reburial method, the project shall follow PRC Section 5097.98(b), which states, "The landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure GEO-1: Implement Temporary Construction Site BMPs

The County will implement the temporary construction site BMPs identified in the project's Storm Water Data Report (California Department of Transportation 2"14b). Whenever possible, earth-disturbing construction activities should not be scheduled during anticipated rain events. Construction site BMPs should be installed prior to the start of construction or as early as feasibly possible during construction. Drainage Shed Areas will be protected in accordance with the Project's pollution control measures. The construction site BMP strategy for this project will consist of implementing the following measures.

- Soil stabilization measures including move-in/move-out (erosion control), temporary hydraulic mulch, temporary cover and temporary fence (type ESA).
- Sediment control measures including temporary fiber rolls, temporary silt fence, and temporary drainage inlet protection.
- Tracking control including stabilized construction entrances/exits and street sweeping.
- Non-stormwater management measures including concrete washout bins.
- General construction site management including training employees and subcontractors. Training shall address the proper selection, deployment, and repair of construction site BMPs used within project limits.

The design of all construction BMPs will comply with the design requirements found in the Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide and Construction Site Best Management Practices Manual.

Mitigation Measure GEO-2: Monitor Excavation and Earthmoving Activities

Excavation and earthmoving in native soil and sediment in the project area will be monitored by a qualified professional under the supervision of a California licensed Professional Geologist. Moving of imported fill material does not require monitoring.

If paleontological resources are discovered during construction activities, specific steps to evaluate and salvage fossil specimens, document their scientific value, and store specimens in a recognized repository institution, as appropriate, will be taken. The detailed approach to implementation of this mitigation is provided in Chapter 8 of the PER/PPMP (California Department of Transportation 2“14a).

Mitigation Measure HAZ-2: Prepare and Implement Health and Safety Plan

Consistent with the mitigation commitment in the Placer Parkway Corridor Preservation Tier 1 EIS/EIR, a Health and Safety Plan will be prepared by the contractor prior to construction. This plan will describe appropriate procedures to follow in the event that any contaminated soil or groundwater is encountered during construction activities. Any unknown substances should be tested, handled, and disposed of in accordance with appropriate federal, state, and local regulations.

Mitigation Measure NOI-1: Employ Noise-Reducing Construction Practices during Construction

During construction, project proponents will employ best practices to reduce construction noise at noise-sensitive land uses. Implementation of this measure will ensure that construction noise levels, as applicable, do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.) for construction activities 350-feet or further from residential land uses.

Measures used to limit construction noise include the following:

- Locating stationary equipment (e.g., generators, compressors, rock crushers, cement mixers, idling trucks) as far as possible from noise-sensitive land uses.
- Prohibiting gasoline or diesel engines from having unmuffled exhaust.
- Requiring that all construction equipment powered by gasoline or diesel engines have sound-control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation.
- Preventing excessive noise by shutting down idle vehicles or equipment.
- Using noise-reducing enclosures around noise-generating equipment.
- Selecting haul routes that affect the fewest number of people.

Constructing barriers to block sound transmission to noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment.

Mitigation Measure NOI-2. Limit Construction within 350-feet of Residential Uses

In addition to the measures included in NOI-1, construction activities within 350 feet of residential uses will be limited to the hours between 7:00 am and 10:00 pm in order to ensure that construction noise levels do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.).

Mitigation Measure TRA-2: Prepare and Implement a Traffic Management Plan

The County will develop or require its contractors to develop a traffic management plan (TMP) that will be implemented throughout project construction. The TMP will:

- Contain a plan for communicating with emergency service providers, and an access and circulation plan for use by emergency vehicles when lane closures or detours are in effect.
- Specify that the contractor will provide advance notice of lane or road closures to local fire and police departments to ensure that emergency routes are designated to maintain response times.
- Provide specific standards to be followed for traffic control signage and implementation to minimize hazards for vehicles travelling through the project area during construction.
- Contain a plan for communicating to the public the locations and routes of detours.
- Require that access to driveways and private roads be maintained at all times.

The provisions of the traffic management plan will be incorporated into the terms and specifications of the contracts for construction of the proposed project and will be implemented during the entire construction period.

MITIGATION MONITORING AND REPORTING PROGRAM

WHITNEY RANCH PARKWAY WIDENING IN THE CITY OF ROCKLIN

The California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq., as amended by Chapter 1232) requires all lead agencies before approving a proposed project to adopt a reporting and monitoring program for adopted or required changes to mitigate or avoid significant environmental effects. The reporting or monitoring program shall be designed to ensure compliance during project implementation as required by AB 3180 (Cortese) effective on January 1, 1989, and Public Resources Code Section 21081.6. This law requires the lead agency responsible for the certification of an environmental impact report or adoption of a mitigated negative declaration to prepare and approve a program to both monitor all mitigation measures and prepare and approve a report on the progress of the implementation of those measures.

The responsibility for monitoring assignments is based upon the expertise or authority of the person(s) assigned to monitor the specific activity. The City of Rocklin Community Development Director or his designee shall monitor compliance and timely monitoring and reporting of all aspects of the mitigation monitoring program.

The Mitigation Monitoring and Reporting Program (MMRP) identifies the mitigation measures associated with the Whitney Ranch Parkway Widening Project (Project) and identifies the monitoring activities required to ensure their implementation. Implementation responsibility is when the project through the development stages is checked to ensure that the measures are included prior to the actual construction of the project.

The following pages present the MMRP with the mitigation measures, implementation, and monitoring responsibilities. After the mitigation measures is a general Mitigation Monitoring Report Form, which will be used as the principal reporting form for this monitoring program. Each mitigation measure will be listed on the form and provided to the responsible department. These mitigation measures are as follows:

AIR QUALITY:

Mitigation Measure AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds

The following measures, or others that are necessary to achieve the construction NOX target of 82 lbs/day, will be implemented to ensure construction-related emissions do not exceed PCAPCD's NOX threshold:

- Require the usage of EPA rated Tier 4 interim or higher rated construction equipment. In general, replacing Tier 2 Equipment with Tier 4 interim rated equipment will reduce NOX emissions by 68% (94%, if using Tier 4 final rated equipment) (South Coast Air Quality Management District 2010).
- Require the usage of equipment that is retrofitted with Diesel Oxidation Catalysts or Selective Catalytic Reduction technology. In general, equipment that is retrofitted with this technology emits 40% less NOX than conventional equipment.
- Work with the PCAPCD to purchase NOX credits to offset remaining NOX construction emissions exceeding PCAPCD thresholds.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources

Prior to construction, the City's contractor will install high-visibility orange construction fencing and/or flagging, as appropriate, along the perimeter of the work area adjacent to Environmentally Sensitive Areas. Where specific buffer distances are required for sensitive biological resources (e.g., wetlands, sensitive species habitats, active bird nests, protected trees), buffer distances will be specified under the corresponding measures below. The City will ensure that the final construction plans show the locations where fencing will be installed. The City or contractor (at the discretion of the City) will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing

is repaired or replaced. The Project's Special Provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs. A note specifying this information will be included on the project Improvement Plans.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel

Before any work occurs in the Project area, including grading, the City will retain a qualified biologist (familiar with the resources to be protected) to conduct a mandatory contractor/worker environmental awareness training for construction personnel. The awareness training will be provided to all construction personnel (contractors and subcontractors) to brief them on the need to avoid effects on sensitive biological resources (e.g., wetlands, sensitive species, nesting birds, protected trees) adjacent to construction areas and the penalties for not complying with applicable state and federal laws and permit requirements. The biologist will inform all construction personnel about the life history and habitat requirements of sensitive species with potential for occurrence onsite, the importance of maintaining habitat, and the terms and conditions of the biological opinion (BO) or other authorizing document. Proof of this instruction will be submitted to the City, and other overseeing agencies (e.g., USFWS), as appropriate.

The environmental training also will cover general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction. The crew foreman will be responsible for ensuring that crew members adhere to these guidelines and restrictions, and that new personnel review the environmental training prior to starting work onsite. General restrictions and guidelines that must be followed by construction personnel are listed below.

- Project-related vehicles will observe the posted speed limit on hard-surfaced roads and a 10 mile-per-hour speed limit on unpaved roads or access areas during travel on the project site.

- Project-related vehicles and construction equipment will restrict off-road travel to the designated construction area.
- Vegetation clearing and construction operations will be limited to the minimum necessary in areas of temporary access work areas and staging.
- All food-related trash will be disposed of in closed containers and removed from the project site at least once a week during the construction period. Construction personnel will not feed or otherwise attract wildlife to the project site.
- No pets or firearms will be allowed on the project site.
- To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside designated staging areas.

The training will also include identifying the Best Management Practices (BMPs) written into construction specifications for avoiding and minimizing the introduction and spread of invasive plants, and the rationale behind their implementation during project construction. A note specifying this information will be included on the project Improvement Plans.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. Proof of worker environmental awareness training shall be provided to the City. During construction, the contractor(s) shall implement the above general restriction and guidelines noted in the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats

The City will retain a qualified biologist to conduct weekly site visits during any ground-disturbing activities that occur within or adjacent to Environmentally Sensitive Areas (ESAs) (e.g., wetlands, sensitive species habitat, active bird nests, protected trees). The purpose of the site visits is to ensure that measures identified in this report are properly implemented to avoid and minimize effects on sensitive biological resources and to ensure the project complies with all applicable permit requirements and agency conditions of approval. The biologist will ensure that fencing around ESAs remains in place during construction and that no construction personnel, equipment, or runoff/sediment from the construction area enters ESAs.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits

The City and its construction contractor will comply with all construction site BMPs specified in the Storm Water Pollution Prevention Plan (SWPPP) and any other permit conditions to minimize introduction of construction-related contaminants and sedimentation runoff. Broadly, these BMPs will address soil stabilization, sediment control, wind erosion control, vehicle tracking control, non-storm water management, and waste management practices. The BMPs will be based on the best conventional and best available technology.

The proposed Project is subject to stormwater quality regulations established under the National Pollutant Discharge Elimination System (NPDES), described in Clean Water Act (CWA) Section 402. In California, the NPDES program requires that any construction activity disturbing 1 or more acres comply with the statewide General Permit, as authorized by the State Water Resources Control Board. The General Permit requires elimination or minimization of nonstormwater discharges from construction sites and the development and implementation of a SWPPP for the site. Below are the primary elements of the SWPPP.

- Description of site characteristics—including runoff and overland characteristics and soil erosion hazard—and construction procedures.
- Guidelines for proper application of erosion and sediment control BMPs.
- Description of measures to prevent and control toxic materials spills.
- Description of construction site housekeeping practices.

In addition to these primary elements, the SWPPP also specifies that the extent of soil and vegetative disturbance would be minimized by control fencing or other means and that the extent of soil disturbed at any given time would be minimized. The SWPPP must be retained at the construction site.

The BMPs will be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable and are subject to review and approval by the City. The City will perform routine inspections of the construction area to verify the BMPs are properly implemented and maintained. The City will notify contractors immediately if there is a noncompliance issue and will require compliance.

The BMPs will include, but are not limited to, the following.

- All earthwork in and around wetlands or other waters will occur in the dry season. Earthwork will not occur from the first day of the first significant rain (1 inch or greater) until June 1, or until wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Equipment used in and around drainages and wetlands will be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance will be performed at least 300 feet from all streams. Any necessary equipment washing will be carried out where the water cannot flow into drainages or wetlands.
- The contractor will be required to develop a hazardous material spill prevention control and countermeasure plan before construction begins. The plan will include strict onsite handling rules to keep construction and maintenance materials from entering wetlands and other waters, including procedures related to refueling, operating, storing and staging construction equipment and preventing and responding to spills. The plan will also identify the parties responsible for monitoring the spill response. During construction, any spills will be cleaned up immediately according to the spill prevention and countermeasure plan. The City will review and approve the contractors' hazardous material spill prevention control and countermeasure plan before allowing construction to begin.
- The following types of materials will not be rinsed or washed into the streets, shoulder areas, or gutters: concrete; solvents and adhesives; thinners; paints; fuels; sawdust; dirt; gasoline; asphalt and concrete saw slurry; heavily chlorinated water.
- Any surplus concrete rubble, asphalt, or other rubble from construction will be taken to a local landfill.
- An erosion and sediment control plan will be prepared and implemented for the project. It will include the following provisions and protocols. The SWPPP for the project will detail the applications and type of measures and the allowable exposure of unprotected soils.
    - Make discharge from dewatering operations, if needed, and runoff from disturbed areas conform to the water quality requirements of the waste discharge permit issued by the Central Valley Regional Water Quality Control Board.

- Apply temporary erosion control measures, such as sandbagged silt fences, throughout construction of the proposed project and remove after the working area is stabilized or as directed by the engineer. Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet. Sprinkling will be controlled to avoid producing runoff. Paved roads will be swept daily following construction activities.
- Conduct periodic maintenance of erosion and sediment control measures.
- Plant an appropriate seed mix of native or naturalized species on disturbed areas upon completion of construction.
- Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more) that could contribute sediment to waterways.
- Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways. Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1. All stockpile areas will be surrounded by a filter fabric fence and interceptor dike.
- Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
- Use other temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary re-vegetation or other ground cover) to control erosion from disturbed areas as necessary.
- Avoid earth or organic material from being deposited or placed where it may be directly carried into nearby wetlands or other waters.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk

The City will remove vegetation (including trees, shrubs, and grasses) during the non-breeding season for Swainson's hawk (generally from September 16 to February 28), to the extent feasible. If it is not feasible to remove all vegetation during the non-breeding season, then the City will retain a qualified wildlife biologist with knowledge of Swainson's hawk to conduct nesting surveys before the start of construction. Surveys will be conducted during the nesting season (March 1 through September 15) in accordance with the Swainson's Hawk Technical Advisory Committee's methodology (May 31, 2000) within the methodology's Survey Periods I, II, and III (March 1 through April 20) or according to updated methodologies as issued by CDFW. If construction will commence after March 1 but prior to April 5, then a minimum of two surveys will be conducted prior to the start of construction to determine whether Swainson's hawk are nesting within the survey area. For phased construction, surveys will continue throughout the remainder of the survey period to cover areas not under active construction. If surveys conclude that Swainson's hawk nests occur, and are occupied, the City will implement the following minimization measures.

- To prevent nest abandonment, the City will establish a minimum 1,000-foot no-disturbance buffer between the occupied nest and construction activities that occur during the nesting season (March 1 through September 15). The buffer distance may be reduced based on site-specific conditions or the nature of the construction activity (e.g., level of existing disturbance, location of the nest, status of nest and eggs/nestlings, and type and level of construction activity). The reduced buffer distance will be determined by a qualified biologist (with knowledge of the species) in coordination with CDFW.
- If the Swainson's hawk young fledge prior to September 15, project activities can proceed normally after a qualified biologist determines that the young are capable of independent survival (i.e., not being fed by parents).
- Nest trees will not be removed, if feasible. If a nest tree (any tree that has an active nest during the year the impact is to occur) must be removed, tree removal will be between September 16 and February 28.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat

The City will compensate for the permanent removal of suitable foraging habitat for Swainson's hawks by providing offsite habitat management lands as described in CDFW's Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (California Department of Fish and Game 1994). The final acreage of offsite management lands to be provided will depend on the distance between the project area and the nearest active nest site. The mitigation ratio varies from 0.5:1 to 1:1(dependent on the location of the closest known nest site) of habitat preserved for each acre lost. In lieu of acquiring offsite mitigation lands, the City may purchase mitigation credits for Swainson's hawk foraging habitat from a suitable mitigation or conservation bank that sells upland habitat credits with habitat function equal or similar to lands that are permanently affected by the project. To determine the appropriate mitigation ratio, information on the nearest nest will be collected during preconstruction Swainson's hawk surveys conducted under Mitigation Measure BIO-7. If no active nests are found during this survey, a search of the CNDDB will be conducted, and CDFW will be contacted to determine the nearest active nest (active within the previous 5 years).

Implementation:

Prior to the start of grading or construction activities, the City shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary

A qualified biologist will conduct preconstruction take avoidance surveys for burrowing owl no less than 14 days prior to and within 24 hours of initiating ground-disturbing activities. The survey area will encompass the designated work area (including staging areas) and a 500-foot buffer around this area.

To the maximum extent feasible (i.e., where the construction footprint can be modified), construction activities within 500 feet of active burrowing owl burrows will be avoided during the nesting season (February 1 to August 31).

If an active burrow is identified near a proposed work area and work cannot be conducted outside of the nesting season (February 1 to August 31), a no-activity zone will be established by a qualified biologist and in coordination with CDFW. The no-activity zone will be large enough to avoid nest abandonment and will extend a minimum of 250 feet around the burrow.

If burrowing owls are present at the site during the non-breeding season (September 1 through January 31), a qualified biologist will establish a no-activity zone that extends a minimum of 150 feet around the burrow.

If the designated no-activity zone for either breeding or non-breeding burrowing owls cannot be established, a wildlife biologist experienced in burrowing owl behavior will evaluate site-specific conditions and, in coordination with CDFW, recommend a smaller buffer (if possible) that still minimizes the potential to disturb the owls (and is deemed to still allow reproductive success during the breeding season). The site-specific buffer will consider the type and extent of the proposed activity occurring near the occupied burrow, the duration and timing of the activity, the sensitivity and habituation of the owls, and the dissimilarity of the proposed activity to background activities.

If burrowing owls are present within the direct disturbance area and cannot be avoided during non-breeding season (generally September 1 through January 31), passive relocation techniques (e.g., installing one-way doors at burrow entrances) shall be used instead of trapping. Passive relocation may also be used during the breeding season (February 1 through August 30) if a qualified biologist, coordinating with CDFW, determines through site surveillance and/or scoping that the burrow is not occupied by burrowing owl adults, young, or eggs. The one-way doors shall be left in place for a minimum of 1 week and monitored daily to insure that the owls have left the burrow. Excavation of the burrow shall be conducted using hand tools and a section of flexible plastic pipe (at least 3 inches in diameter) shall be inserted into the burrow tunnel to maintain an escape route for any animals that may be inside the burrow.

Destruction of unoccupied burrows outside the work area will be avoided and visible markers will be placed near burrows to ensure they are not collapsed.

A qualified biologist will conduct ongoing surveillance of the project parcels for burrowing owls during project activities. If additional owls are observed using burrows within 500 feet of construction, a qualified biologist will determine if the owl(s) would be affected by future construction and if additional exclusion zones are required.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

BIOLOGICAL RESOURCES:

Mitigation Measure BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors

The City will remove vegetation during the non-breeding season for migratory birds and raptors (generally from September 1 to January 31), to the extent feasible.

If it is not feasible to remove vegetation during the non-breeding season, then the City will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The nesting surveys will be conducted in conjunction with Swainson's hawk and burrowing owl surveys conducted for Mitigation Measures BIO-6 and BIO-8 and will include a minimum of two separate surveys to look for active migratory bird and raptor nests. Surveys will include a search of all trees and shrubs, wetland, and grassland vegetation that provide suitable nesting habitat in the construction area. In addition, a 500-foot area around the project area will be surveyed for nesting raptors. Surveys should occur during the height of the breeding season (March 1 to June 1) with one survey occurring within 30 days prior to construction and the second survey occurring within 1 week after of the start of construction. If no active nests are detected during these surveys, no additional measures are required.
If an active nest is found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with USFWS and CDFW and will depend on the level of construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

CULTURAL RESOURCES:

Mitigation Measure CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities

If previously-unidentified cultural materials are encountered or unearthed during construction, consistent with Caltrans and City policies to avoid cultural resources, work in that area will halt until a qualified archaeologist can evaluate the nature and significance of the find and identify an appropriate course of treatment, in consultation with Caltrans and the State Historic Preservation Office, as appropriate. Treatment could include data recovery, analysis, and curation. A note specifying this information will be included on the project Improvement Plans.

Implementation:

If evidence of undocumented cultural resources is discovered during grading or construction operations, ground disturbance in the area shall be halted and a qualified professional archaeologist, the City's Community Development Department Director and the Native American Heritage Commission shall be notified regarding the discovery. Other procedures as specifically noted in the mitigation measure shall also be followed and complied with.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)
Native American Heritage Commission

CULTURAL RESOURCES:

Mitigation Measure CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities

In the event that human remains are discovered, the Placer County Coroner will be notified immediately. If the coroner determines the remains to be Native American in origin, the coroner will be responsible for notifying the NAHC, which will appoint a "most likely descendent" "MLD) (Public Resources Code "PRC] Section 5097.99). The archaeological consultant, project applicant, City of Rocklin, and MLD will make all reasonable efforts to develop an agreement for the dignified treatment of human remains and associated or unassociated funerary objects (State CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final

disposition of the human remains and associated or unassociated funerary objects. The MLD will have 24 hours after notification by the NAHC to make their recommendation (PRC Section 5097.98). If the MLD does not agree to the reburial method, the project shall follow PRC Section 5097.98(b), which states, "The landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." A note specifying this information will be included on the project Improvement Plans.

Implementation:

If evidence of human remains is discovered during grading or construction operations, ground disturbance in the area shall be halted and a qualified professional archaeologist, the City's Community Development Department Director and the Placer County Coroner shall be notified regarding the discovery. Other procedures as specifically noted in the mitigation measure shall also be followed and complied with.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)
Placer County Coroner

GEOLOGY:

Mitigation Measure GEO-1: Implement Temporary Construction Site BMPs

The City will implement the temporary construction site BMPs identified in the project's Storm Water Data Report (California Department of Transportation 2014b). Whenever possible, earth-disturbing construction activities should not be scheduled during anticipated rain events. Construction site BMPs should be installed prior to the start of construction or as early as feasibly possible during construction. Drainage Shed Areas will be protected in accordance with the Project's pollution control measures. The construction site BMP strategy for this project will consist of implementing the following measures.

- Soil stabilization measures including move-in/move-out (erosion control), temporary hydraulic mulch, temporary cover and temporary fence (type ESA).
- Sediment control measures including temporary fiber rolls, temporary silt fence, and temporary drainage inlet protection.
- Tracking control including stabilized construction entrances/exits and street sweeping.
- Non-stormwater management measures including concrete washout bins.

- General construction site management including training employees and subcontractors. Training shall address the proper selection, deployment, and repair of construction site BMPs used within project limits.

The design of all construction BMPs will comply with the design requirements found in the Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide and Construction Site Best Management Practices Manual.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

GEOLOGY:

Mitigation Measure GEO-2: Monitor Excavation and Earthmoving Activities

Excavation and earthmoving in native soil and sediment in the project area will be monitored by a qualified professional under the supervision of a California licensed Professional Geologist. Moving of imported fill material does not require monitoring.

If paleontological resources are discovered during construction activities, specific steps to evaluate and salvage fossil specimens, document their scientific value, and store specimens in a recognized repository institution, as appropriate, will be taken. The detailed approach to implementation of this mitigation is provided in Chapter 8 of the PER/PPMP (California Department of Transportation 2014a).

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

HAZARDS & HAZARDOUS MATERIALS:

Mitigation Measure HAZ-2: Prepare and Implement Health and Safety Plan

Consistent with the mitigation commitment in the Placer Parkway Corridor Preservation Tier 1 EIS/EIR, a Health and Safety Plan will be prepared by the contractor prior to construction. This plan will describe appropriate procedures to follow in the event that any contaminated soil or groundwater is encountered during construction activities. Any unknown substances should be tested, handled, and disposed of in accordance with appropriate federal, state, and local regulations.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

NOISE:

Mitigation Measure NOI-1: Employ Noise-Reducing Construction Practices during Construction
During construction, project proponents will employ best practices to reduce construction noise at noise-sensitive land uses. Implementation of this measure will ensure that construction noise levels, as applicable, do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.) for construction activities 350-feet or further from residential land uses.
Measures used to limit construction noise include the following:

- Locating stationary equipment (e.g., generators, compressors, rock crushers, cement mixers, idling trucks) as far as possible from noise-sensitive land uses.
- Prohibiting gasoline or diesel engines from having unmuffled exhaust.
- Requiring that all construction equipment powered by gasoline or diesel engines have sound-control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation.
- Preventing excessive noise by shutting down idle vehicles or equipment.
- Using noise-reducing enclosures around noise-generating equipment.
- Selecting haul routes that affect the fewest number of people.

Constructing barriers to block sound transmission to noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

NOISE:

Mitigation Measure NOI-2. Limit Construction within 350-feet of Residential Uses

In addition to the measures included in NOI-1, construction activities within 350 feet of residential uses will be limited to the hours between 7:00 am and 10:00 pm in order to ensure that construction noise levels do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.).

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

TRANSPORTATION/TRAFFIC:

Mitigation Measure TRA-2: Prepare and Implement a Traffic Management Plan

The City will develop or require its contractors to develop a traffic management plan (TMP) that will be implemented throughout project construction. The TMP will:

- Contain a plan for communicating with emergency service providers, and an access and circulation plan for use by emergency vehicles when lane closures or detours are in effect.

- Specify that the contractor will provide advance notice of lane or road closures to local fire and police departments to ensure that emergency routes are designated to maintain response times.
- Provide specific standards to be followed for traffic control signage and implementation to minimize hazards for vehicles travelling through the project area during construction.
- Contain a plan for communicating to the public the locations and routes of detours.
- Require that access to driveways and private roads be maintained at all times.

The provisions of the traffic management plan will be incorporated into the terms and specifications of the contracts for construction of the proposed project and will be implemented during the entire construction period.

Implementation:

Prior to the start of grading or construction activities, the City shall include the above mitigation measures in its plans and specifications for the project. During construction, the contractor(s) shall implement the above mitigation measure.

Responsibility:

Community Development Department (Engineering Division)
Contractor(s)

MITIGATION MONITORING REPORT FORMS

Project Title:

Mitigation Measures:

Completion Date: (Insert date or time period that mitigation measures were completed)

Responsible Person:

_____
(*Insert name and title*)

Monitoring/Reporting:

_____
Community Development Director

Effectiveness Comments:

_____
_____
_____
_____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Sierra College Boulevard Widening Project – Property Acquisition

Date: August 13, 2024

Submitted By: David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving an Agreement and Related Budget Amendments for the Acquisition of Real Property, Escrow Instructions, and Certificate of Acceptance in Connection with the Sierra College Boulevard Widening Project and Authorizing the City Manager to Execute the Agreement, Escrow Instructions, Certificate of Acceptance, and Other Required Real Estate Documents.

Background:
On May 14, 2024, the City Council awarded a construction contract to Central Valley Engineering and Asphalt, Inc. (CVEA) to construct four separate projects packaged together and known as the Various Roadway and Pedestrian Improvements Project. One of these four projects is the Sierra College Boulevard Widening Project (No. 50164). The CVEA construction contract will widen southbound Sierra College Boulevard for a future three lane configuration and install a six-foot-wide sidewalk contiguous with the frontage of Lifehouse Church between Schriber Way and Dominguez Road.

To ensure the sidewalk is located within the City right of way, it is necessary for the City to acquire 5,228 square feet of real property from Lifehouse Church. Following successful negotiations, the City and property owner agreed to a sale price of $48,900 plus closing costs, for a total amount of $50,302.72. Staff recommends the City Council authorize the City Manager to execute all real estate transaction documents for the proposed Lifehouse Church real property acquisition.

Environmental Analysis:
The California Environmental Quality Act (CEQA) normally applies to activities that will result in a direct or reasonably foreseeable indirect physical change in the environment. Acquisition of this real property meets the above criteria and is subject to CEQA. However, as was determined when the City Council awarded a construction contract to CVEA to construct four separate projects packaged together and known as the Various Roadway and Pedestrian Improvements Project on May 14, 2024, no additional environmental review is required.

Per CEQA Guidelines Section 15183 (b), the project will not result in environmental effects: 1) that are peculiar to the project or the parcel on which the project would be located; 2) that were not analyzed as significant effects in a prior EIR on the general plan, with which the project is consistent; 3) that are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the City of Rocklin 2012 General Plan Update, and 4) that are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe impact than discussed in the prior EIR. For these reasons, the Sierra College Boulevard Widening (Schriber Way to Dominguez Road) project can rely upon the previously prepared 2012 City of Rocklin General Plan Update EIR, and no further environmental review is required.

Fiscal Impact:

The total property acquisition cost, including closing costs, is $50,302.72. External funding set aside for this purpose will offset $50,000 of this amount. Staff recommends necessary budgetary and accounting adjustments needed to carry out the acquisition in the Reimbursable Fund (Fund 275) and the General Fund (Fund 100) to support the acquisition.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Agreement for Acquisition of Real Property
3. Resolution Exhibit B - Escrow Instructions
4. Resolution Exhibit C - Certificate of Acceptance

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AGREEMENT AND RELATED BUDGET AMENDMENTS FOR THE ACQUISITION OF REAL PROPERTY, ESCROW INSTRUCTIONS, AND CERTIFICATE OF ACCEPTANCE IN CONNECTION WITH THE SIERRA COLLEGE BOULEVARD WIDENING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, ESCROW INSTRUCTIONS, CERTIFICATE OF ACCEPTANCE, AND OTHER REQUIRED REAL ESTATE DOCUMENTS

WHEREAS, On June 25, 2024, the City Council approved the 2025 – 2029 Capital Improvement Program (CIP), which includes the Sierra College Boulevard Widening Project which will widen southbound Sierra College Boulevard for a future three lane configuration and install a six-foot-wide sidewalk contiguous with the frontage of Lifehouse Church between Schriber Way and Dominguez Road; and

WHEREAS, to ensure the improvements are located within the City right of way, it is necessary for the City to purchase 5,228 square feet of real property from Lifehouse Church at a sale price of $48,900; and

WHEREAS, budget and accounting authority is necessary to support the said acquisition, including the sales price and closing costs, up to $50,303.

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

Section 1. Approves the Agreement for Acquisition of Real Property (Exhibit "A"), Escrow Instructions (Exhibit "B"), and Certificate of Acceptance (Exhibit "C"), and authorizes the City Manager to execute these in substantially the forms attached hereto, and incorporated by this reference herein.

Section 2. Authorizes the City Manager to execute all other real estate documents necessary for the acquisition of the subject property.

Section 3. The City Manager, or the City Manager's designee, is hereby authorized to approve all financial transactions, budgets, and appropriations needed to carry out the said acquisition in the Grant/Other Reimbursable Fund (Fund 275) and the General Fund (Fund 100) in accordance with the law and City policy.

PASSED AND ADOPTED this 13th of August, 2024, by the following vote:

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

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT FOR ACQUISITION OF REAL PROPERTY ("Agreement") is entered into this 2 6 day of April, 2024 ("Effective Date"), by and between the **City of Rocklin**, ("PURCHASER"), a municipal corporation of the State of California, and **The Lifehouse Church, a California corporation, successor in interest to and who acquired title as Sierra College Boulevard Baptist Church, a California corporation, as to an undivided one-half interest; AND Church Extension Investors Fund, Inc., an Illinois non-profit corporation, as to an undivided one-half interest** ("SELLERS"). PURCHASER and SELLERS may hereinafter be referred to as the "Parties."

RECITALS

A. SELLERS are the owners of the real property located at 4800 Sierra College Blvd. Rocklin, CA 95677, also known as Placer County Assessor's Parcel Number 045-052-029 ("Property").

B. PURCHASER desires to acquire in fee a portion of the Property more particularly described in Exhibit "A" and depicted in Exhibit "B", all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of SELLERS and pertaining thereto as reflected in Exhibit "C" (all of the foregoing collectively hereinafter referred to as "Property Interest"), all attached hereto and by this reference made a part of this Agreement, for the PURCHASER's City of Rocklin Sierra College Blvd. Widening Project ("Project"), a public works project and public use.

C. On or about November 14, 2023 PURCHASER sent to SELLERS a notice of PURCHASER's intent to appraise the Property Interest for the purpose of initiating negotiations to acquire said interests for the Project, and pursuant to such notice, PURCHASER obtained an appraisal of the Property Interest.

D. Subject to the terms and condition hereof, SELLERS desire to sell the PURCHASER the Property and the PURCHASER desires to purchase the Property from SELLERS.

E. The PURCHASER will acquire the Property, which includes the real property interests generally depicted in the attached Exhibit "C." Exhibit "C" reflects the area to be acquired in fee and reflected in the Grant Deed.

NOW, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. CONVEYANCE OF THE PROPERTY. SELLERS agree to sell and convey to PURCHASER and PURCHASER agrees to purchase from SELLERS upon the terms and

conditions hereinafter set forth, all right, title, and interest of SELLERS in and to the real property interests generally depicted in the attached Exhibit "C," hereinafter referred to as the "Property."

2. PURCHASE PRICE. The total purchase price to be paid by the PURCHASER through escrow for the Property is Forty-Eight Thousand Nine Hundred Dollars ($48,900) the "Purchase Price." Parties agree that this Purchase Price includes all improvements and severance damages, if any.

3. ESCROW.

a) PURCHASER agrees to open escrow in accordance with this Agreement with Fidelity National Title Company (hereinafter referred to as "Escrow Agent"), located at 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628 within two (2) weeks of entering into this Agreement. This Agreement constitutes the joint escrow instructions of PURCHASER and SELLERS, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Holder. Escrow Holder to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

b) PURCHASER agrees to deposit Forty-Eight Thousand Nine Hundred Dollars (the "Deposit") to an account at such bank as designated by the Escrow Holder. Escrow Holder agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. Any interest earned on the Deposit shall be deemed to be part of the Deposit and shall be paid together with the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be credited to the Purchase Price upon the Closing. The balance of the Purchase Price in the amount of Forty-Eight Thousand Nine Hundred Dollars ($48,900) shall be deposited by PURCHASER's transfer of funds with Escrow Holder on or before the Closing Date, subject to any credits or apportionments as provided for under the terms of this Agreement.

c) Costs.

3.c.1. PURCHASER shall pay all Escrow fees, charges, and costs associated with this real estate transaction, including title insurance premiums.

3.c.2. CANCELLATION CHARGES. If the escrow fails to close by reason of a default by PURCHASER or SELLERS hereunder, such defaulting party shall pay all escrow or other charges. If the escrow fails to close for any reason other than default by PURCHASER or SELLERS, then PURCHASER shall pay such charges.

4. ACCESS TO THE PROPERTY.

a) At any time period prior to the Closing, PURCHASER, its agents, employees, consultants, inspectors, appraisers, engineers and contractors shall have the right to enter the Property

to examine and inspect the same, as well as conduct such tests, studies, investigations and surveys as PURCHASER deems necessary in its sole discretion, to assess utility availability, soil conditions, environmental conditions, physical conditions and the like of the Property. In accessing the Property, PURCHASER shall comply with all applicable laws and regulations of application governmental authorities. In connection with such access, neither PURCHASER nor PURCHASER's representatives shall (1) unreasonably interfere with or permit unreasonable interference with any person providing service at the Property; or (2) unreasonably interfere with the business of SELLERS conducted at the Property. PURCHASER shall schedule and coordinate access to the Property prior to Closing with SELLERS and shall endeavor to provide the SELLERS at least three prior business days prior notice thereof. SELLERS shall allow PURCHASER's representatives unlimited access to the Property.

b) In addition to the provisions of subdivision (a) hereof, PURCHASER and its agents, employees, or contractors shall have the right from the Effective Date until the Close of Escrow, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. SELLERS agree to cooperate reasonably with PURCHASER and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to PURCHASER all information in SELLERS' possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

c) PURCHASER agrees to indemnify and hold SELLERS harmless from and against all losses, costs, damages, claims, liabilities or expenses (including, without limitation, reasonable and documented attorney's fees and court costs, but excluding consequential and indirect damages) incurred by SELLERS arising from or by reason of PURCHASER or PURCHASER's authorized representatives access to, or inspections of the Property prior to the close of escrow, except to the extent any such losses, costs, damages, liabilities or expenses are caused by or resulting from (a) any acts or omissions of SELLERS; (b) SELLERS' negligence or willful misconduct; (c) any preexisting dangerous, illegal, or defective condition at the Property. The provisions of this Section shall survive 30 days following the termination of this Agreement.

5. RE-CONSTRUCTION OF SELLERS' REMAINDER PROPERTY. PURCHASER and its authorized agents and contractors are hereby granted permission to enter onto SELLERS' remainder property to reconstruct driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. PURCHASER shall have sole and exclusive discretion to determine if such re-construction shall occur. The cost of such re-construction of the SELLERS' remainder property shall be borne by PURCHASER.

PURCHASER will also, at time of project construction and at no expense to SELLERS, provide the Construction Contract Work listed in Exhibit "E" – Special Provisions, attached hereto and incorporated herein. The provisions of this Section shall survive the Close of Escrow.

6. HAZARDOUS MATERIALS/SUBSTANCES.

a) As used in this Agreement, "hazardous materials or substance" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any environmental laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the environmental laws.

b) To the fullest extent allowed by law, SELLERS agree to unconditionally and fully indemnify, protect, defend (with counsel satisfactory to PURCHASER), and hold PURCHASER and its elected and appointed officers, officials, employees, agents, consultants and contractors harmless from and against any and all claims (including without limitation third party claims for personal injury, real or personal property damage, or damages to natural resources), actions, administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, costs (including without limitation any and all costs relating to investigation, assessment, analysis or cleanup of the Property), liabilities (including without limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the violation of environmental laws or the presence, suspected presence, release, or suspected release, of any hazardous materials in, on or under the Property or in or into the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under or within the Property, or any portion thereof, except those Costs that arise solely as a result of actions by PURCHASER. The indemnification provided in this paragraph shall apply to and include, but not be limited to, claims or actions brought by or on behalf of employees of SELLERS or any of their predecessors in interest and SELLERS hereby expressly waive any immunity to which SELLERS may otherwise be entitled under any industrial or worker's compensation laws. In the event the PURCHASER suffers or incurs any Costs, SELLERS shall pay to PURCHASER the total of all such Costs suffered or incurred by the PURCHASER upon demand therefore by PURCHASER. The indemnification provided by this Section shall include, without limitation, all loss or damage sustained by the PURCHASER due to any hazardous materials: (a) that are present or suspected by a governmental agency having jurisdiction to be present in the Property or in the air, soil,

soil gas, groundwater, or surface water at, on, about, above, under, or within the Property (or any portion thereof) or to have emanated from the Property, or (b) that migrate, flow, percolate, diffuse, or in any way move onto, into, or under the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under, or within the Property (or any portion thereof) after Effective Date as a result of SELLERS' or their predecessors' activities on the Property. The provisions of this Section shall survive the termination of this Agreement and the Close of Escrow.

7. PRELIMINARY TITLE REPORT, EXCEPTIONS AND VIOLATIONS.

a) By not later than seven (7) business days following the Effective Date, the PURCHASER may at its discretion obtain a Preliminary Title Report ("Title Report") for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting SELLERS' title to the Property.

b) PURCHASER may approve or disapprove each exception shown on the Title Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property Interest or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the Effective Date. PURCHASER's failure to object within said time period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by the PURCHASER hereunder shall be referred to as the "Approved Exceptions." PURCHASER shall have no need to object to any Mandatory Title Removal Item, which shall automatically be deemed Title Objections. Mandatory Title Removal Items shall mean collectively (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by SELLERS against the Property on or following the date hereof (other than with the prior written approval of PURCHASER); (ii) any deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments and liens against the Property, including without limitation, mechanics liens, tax liens, an real estate taxes, in each case which are due and payable but which remain unpaid and/or of record as of the Closing Date; or (iii) any Title Objections which would not constitute a voluntary lien but which can be removed by the payment of a liquidated sum of money. If SELLERS fails to discharge and remove record any Mandatory Title Removal items on or prior to the Closing Date, at PURCHASER's election, such failure shall constitute a SELLERS default.

c) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), the PURCHASER at its discretion may agree in writing to give the SELLERS a specified amount of time to allow the SELLERS to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to PURCHASER and Escrow Holder all at SELLERS' sole cost and expense. SELLERS authorizes Escrow Holder to disburse from the cash portion

of the Purchase Price and proceeds otherwise disbursable to SELLERS upon Close of Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If SELLERS are unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the time period specified by the PURCHASER, then the PURCHASER at its sole discretion may terminate this Agreement by giving SELLERS written notice of termination. The PURCHASER at its sole discretion may choose to waive in writing any Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If the PURCHASER terminates this Agreement pursuant to this subsection, then the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited in escrow shall be promptly refunded or returned, as the case may be, by Escrow Holder to the depositing party.

d) Violations. SELLERS shall pay all fines and penalties assessed against the Property for violations of law or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department or authority, including by not limited to any issued raises or violations discovered by an inspection of the Property or any condition or state of repair or disrepair of the Property, whether or not note, which, if noted, would result in a violation being placed on the Property.

8. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

a) PURCHASER's obligations with respect to the transactions contemplated by this Agreement are subject to the timely satisfaction (or waiver by PURCHASER) of the following conditions on or before the closing date:

8.a.1. Escrow Agent shall obtain and deliver to PURCHASER no later than five (5) business days prior to the Close of Escrow, an irrevocable title commitment for a CLTA Owner's Title Insurance Policy ("Title Policy") (or at PURCHASER's election, an ALTA Owner's Title Insurance Policy) in the amount of the Purchase Price for the benefit and protection of PURCHASER, showing fee simple title to the Property Interest being acquired in fee, vested in PURCHASER, subject only to the Permitted Exceptions and the standard preprinted exceptions for the form of policy selected by PURCHASER, including such endorsements as may reasonably be requested by PURCHASER, and irrevocably committing the title company to issue the Title Policy to PURCHASER upon the Close of Escrow.

8.a.2. SELLERS shall have duly performed each and every covenant of SELLERS hereunder.

8.a.3. All representations and warranties made by SELLERS hereunder shall be true and correct as if made on and of the closing date.

8.a.4. The physical condition of the Property shall be in substantially the same condition as on the Effective Date.

8.a.5. SELLERS shall have delivered to the Escrow Holder each of the items required to be delivered by SELLERS.

b) If any one or more of the conditions set forth above are not satisfied or otherwise expressly waived in writing by PURCHASER on or prior to the Closing Date, PURCHASER may elect in PURCHASER's sole discretion, to terminate this Agreement in which event Escrow Holder shall return the Deposit to PURCHASER, upon such refund being made this Agreement shall terminate and the parties shall have no further liability hereunder except with respect to those obligations which expressly survive the termination of this Agreement.

c) The Closing shall constitute conclusive evidence that PURCHASER has waived any conditions set forth above, which are not satisfied as of the Closing, unless otherwise set forth in a separate writing.

9. CONDITIONS PRECEDENT TO SELLERS' OBLIGATIONS.

a) SELLERS's obligations with respect to the transactions contemplated by the Agreement are subject to the timely satisfaction (or waiver by SELLERS) of the following conditions on or before the Closing Date:

9.a.1. PURCHASER shall have duly performed in all material respects the covenants of PURCHASER hereunder.

9.a.2. PURCHASER's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date.

9.a.3. PURCHASER shall have delivered to escrow each of the items, including the balance of the Purchase Price, required to be delivered by PURCHASER pursuant to this Agreement.

b) If any one or more the of the conditions set forth above are not satisfied or otherwise expressly waived in writing by SELLERS on or prior to the Closing Date, SELLERS may elect, in SELLERS' commercially reasonable discretion, to terminate this Agreement in which event Escrow Holder shall return the Deposit to PURCHASER, so long as PURCHASER is otherwise entitled thereto, and upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder except with respect to those obligations which expressly survive the termination of this Agreement.

c) The Closing shall constitute conclusive evidence that SELLERS have waived any conditions set forth above which are not satisfied as of the Closing, unless set forth in a separate writing.

10. CLOSING

a) Closing Date. The closing of the transaction contemplated by this Agreement shall occur at 12:00pm within 90 days from the Effective Date (the "Closing Date"), through an

escrow closing with the Escrow Holder in accordance with this provision and any other instructions to the Escrow Holder, which must be consistent with the terms of this Agreement ("Escrow Instructions"). In the event of any conflict between the provisions of this Agreement and any supplementary instructions, the terms of this Agreement shall control.

b) Closing Extension. PURCHASER shall be entitled to extend the Closing Date two times for 45 days each, for a total of 90 days, by delivering written notice to the SELLERS no later than ten business days prior to the scheduled Closing Date.

c) SELLERS' Closing Deliverables. No later than one business day prior to the Closing Date, SELLERS shall deliver or cause to be delivered to the Escrow Holder, one original (unless otherwise indicated) of the following, (collectively the "SELLERS' Closing Deliverables"):

10.c.1. A grant deed "Deed" in substantially the form attached hereto and made a part hereof as Exhibit D, duly executed by SELLERS with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title of the Property to PURCHASER, as required by this Agreement.

10.c.2. Any other documents required by the Escrow Holder to close the real property transaction.

d) Closing Statement. At least one business day prior to the Closing Date, Escrow Holder shall prepare and deliver for SELLERS' and PURCHASER's review and approval a final closing statement for each party.

e) Disbursements and Other Actions by Escrow Holder. At the Closing, Escrow Holder shall promptly undertake all of the following in the manner indicated:

10.e.1. Record the Grant Deed in the Official Records of Placer County, California, with no intervening liens between the effective date of the Title Commitment and the recording of the documents;

10.e.2. Disburse the funds deposited with Escrow Holder in accordance with each party's respective Closing Statement;

10.e.3. Deliver to PURCHASER (i) a conformed copy of the Deed and Temporary Construction Easement showing the application recording information thereon; (ii) a copy of the final Closing Statement; and (iii) originals (or copies where originals are not available) of each other non-recorded documents submitted into escrow by PURCHASER and SELLERS; and

10.e.4. Deliver to PURCHASER the Title Policy.

11. CONVEYANCE OF TITLE TO PROPERTY INTEREST AND WORK TO BE PERFORMED BY THE PURCHASER.

a) At Close of Escrow, SELLERS agree to convey to PURCHASER the Property Interest

described in Exhibit "A" and depicted in Exhibit "B". For the portion of Property being acquired in fee, SELLERS agree to convey by Grant Deed to PURCHASER marketable fee simple title to the fee area free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes, EXCEPT:

11.a.1. Covenants, conditions, restrictions and reservations of record contained in the Grant Deed.

11.a.2. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

11.a.3. All exceptions which are disclosed by the Title Report which are approved by PURCHASER in writing.

11.a.4. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by PURCHASER.

b) The PURCHASER is performing construction of public works for the Project in the Grant Deed area at its sole cost and expense.

12. PAYMENT OF MORTGAGE OR DEED OF TRUST. All money payable under this Agreement, up to and including the total amount of unpaid principal and interest on any note secured by a mortgage or deed of trust, and all other amounts due and payable in accordance with the terms and conditions of the mortgage or trust deed shall, on demand with written support, be made payable to the mortgagee or beneficiary. The mortgagee or beneficiary shall furnish PURCHASER and SELLERS with good and sufficient receipt showing the money credited against the indebtedness secured by the mortgage or deed of trust.

13. ACCESS. PURCHASER agrees to maintain access to and from Rocklin Road and/or Pacific Street and the Property for vehicular traffic during business hours and/or provide another entrance to the Property during construction of the Project.

14. NOTICE TO TENANTS. This agreement is expressly made between the PURCHASER and the SELLERS. The PURCHASER has not reviewed, nor does it have access to any lease or rental agreements with any of SELLERS' tenants. SELLERS are responsible for any notification to its tenants and for any terms of any lease or rental agreements between SELLERS and its tenants.

15. RELEASE AND SELLERS' INDEMNIFICATION. Except for instances involving a breach by PURCHASER of its obligations under this Agreement, SELLERS release, remise, acquit and forever discharge PURCHASER, its employees, agents, attorneys and other representatives (collectively "Released Parties") from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities and expenses, WHETHER KNOWN OR UNKNOWN, direct or indirect, foreseeable or unforeseeable, by any and all, current and/or future tenants, which concern or in any way relate to the PURCHASER's acquisition of the Property Interest, including, but not limited to, any and all claims for greater compensation, severance damages, litigation fees, costs, damages, loss of goodwill, real property, furniture, fixtures and equipment, and interest.

SELLERS expressly waive any and all rights SELLERS may have under § 1542 of the California Civil Code, which provides as follows:

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

All of the provisions of this Section 15 shall survive the Close of Escrow.

16. LEASE WARRANTY. SELLERS warrant that there are no oral leases on all or any portion of the property exceeding a period of one month. SELLERS agree to execute a complete, current, and correct statement of rentals (if any) on a form furnished to SELLERS and deliver same to PURCHASER within fifteen (15) days after executing this Agreement with copies of any current written leases or rental agreements attached.

SELLERS warrant that the rental statement (if any) referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and SELLERS agree to defend and hold PURCHASER harmless from all liability from any such leases or agreements. SELLERS agree to defend and hold PURCHASER harmless and reimburse PURCHASER for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of SELLERS for a period exceeding one month, if any.

17. LOSS OR DAMAGE. Loss or damage to the Property Interest area or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of SELLERS and the PURCHASER may elect to terminate this Agreement. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, PURCHASER may elect to require SELLERS to assign or pay to PURCHASER the proceeds of any insurance which may become payable to SELLERS, or to permit such proceeds to be used for the restoration of the damage done, if any.

18. WARRANTIES, REPRESENTATIONS, AND COVENANTS

a) SELLERS warrant, represent, and/or covenant to PURCHASER that:
18.a.1 To the best of SELLERS' knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, including related to hazardous substances.
18.a.2 SELLERS have or will deliver or make available to PURCHASER complete copies of all due diligence materials to the extent in SELLERS' possession or under SELLERS'

control with regard to the Property, and there are no other documents or due diligence information requested by PURCHASER, that have not been provided to PURCHASER.
18.a.3 To SELLERS' knowledge, none of such due diligence materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained herein not misleading in any material respect.
18.a.4. SELLERS have not placed any and to SELLERS' knowledge, there are no Hazardous Material installed, stored in, or otherwise existing at on, in, or under the Property in violation of any Environmental laws.
18.a.5. SELLERS have not filed any voluntary or had any involuntarily filed against it in any court or with any governmental body pursuant to any federal or state law, a petition in bankruptcy or insolvency; suffered an attachment or other judicial seizure of its assets; given notice to any person or governmental body of insolvency; or made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors.
18.a.6. The Property consists of a single legal lot or parcel. The Property is not encumbered by a declaration or other agreement transferring any development rights or air rights appurtenant to the Property to any other property.
18.a.7. During the period from the effective date of this Agreement until the Closing Date, SELLERS shall maintain the Property in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
18.a.8. During the period from the effective date of this Agreement until the Closing Date, SELLERS shall not do anything which would impair SELLERS' title to any of the Property.
18.a.9. To the best of SELLERS' knowledge, neither the execution of this Agreement nor the performance of the obligations set forth in it will conflict with, or breach, any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which SELLERS' property may be bound.
18.a.10. During the period from the effective date of this Agreement until the Closing Date, SELLERS shall, upon learning of any fact or condition which would cause any of the warranties, representations and covenants in this Agreement not to be true, immediately give written notice of such fact or condition to PURCHASER.
18.a.11. SELLERS are not "foreign persons" within the meaning of §1445(f)(3) of the Internal Revenue Code of 1986, as amended, and does not have non-foreign status under California Revenue and Taxation Code §18692 and §18668.
18.a.12. No condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.
18.a.13. SELLERS shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall SELLERS enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on PURCHASER or the Property after the Close of Escrow without the prior written consent of PURCHASER.

18.a.14. Any information that SELLERS have delivered to PURCHASER, either directly or through SELLERS' agents, is accurate and SELLERS have disclosed all material facts concerning the operation, development, or condition of the Property.
18.a.15. SELLERS are corporations duly organized, validly existing, and in good standing under the laws of the State of California, are qualified to conduct business in the State of California, and have the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
18.a.16. The execution, delivery, and performance of this Agreement by SELLERS and all agreements, instruments, and documents herein provided to be executed by SELLERS on the Closing Date: (i) do not violate the corporate documents of SELLERS, or any contract, agreement, commitment, lease, order, judgment or decree to which SELLERS are a party; and (ii) have been duly authorized by SELLERS' respective corporations. The individuals executing this Agreement and the instruments referenced herein on behalf of SELLERS have the legal power, right and actual authority to bind SELLERS to the terms and conditions hereof and thereof. This Agreement is valid and binding upon SELLERS, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditor's rights generally.
18.a.17. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by or requires SELLERS to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon SELLERS which has not been previously obtained.
18.a.18. The representations and warranties of SELLERS set forth herein shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

b) PURCHASER warrants, represents and/or covenants to SELLERS that:
18.b.1 PURCHASER is duly organized, validly existing, and in good standing under California law.
18.b.2. The execution, delivery and performance of this Agreement and any of the other documents executed and delivered on behalf of PURCHASER have been duly and validly authorized by all necessary action and proceedings.
18.b.3. The person executing this Agreement is duly appointed and authorized by PURCHASER to execute such documents.
18.b.4. No consent from or notice to any governmental authority, other than the City Council of the City of Rocklin, or any other person or entity is required to permit PURCHASER to execute, deliver and perform this Agreement in accordance with its terms.

19. POSSESSION It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 Purchase Price herein are deposited into the escrow

controlling this transaction. The amount shown in Clause 2 Purchase Price herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

20. REMEDIES

a) If PURCHASER defaults in the observance or performance of PURCHASER's obligations under this Agreement without good cause, and the Closing does not occur as a result thereof, SELLERS' sole and exclusive remedy shall be to retain the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for a PURCHASER default., and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLERS AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXPTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLERS MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLERS WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATEA AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIATED DAMAGES TO SELLERS PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677.

b) If SELLERS breach any of their representations or warranties or fail to perform any of the covenants or agreements contained herein which are to be performed by SELLERS, PURCHASER shall have the right to exercise any or all of the following remedies: (i) waive such failure and proceed to the Closing with no reduction in the Purchase Price; provided, however, that this provision will not limit PURCHASER's right to received reimbursement for attorneys fees in connection with any legal proceedings instituted by either party or Escrow Holder with respect to the enforcement of this Agreement, nor waive or affect SELLERS' indemnity obligations under this Agreement or PURCHASER's rights to enforce those indemnity obligations, nor waive or affect any of SELLERS' other obligations under this Agreement to be performed after the Closing or PURCHASER's rights to enforce those obligations; (ii) exercise any of its other rights or remedies PURCHASER may have at law or in equity, including without limitation the filing of an action for specific performance to cause SELLERS to convey the Property to PURCHASER pursuant to the terms and conditions of this Agreement; or (iii) terminate this Agreement by notice to SELLERS and Escrow Holder to that effect, to recover the full amount of the Deposit and all earnings thereon, and to recover all damages and seek such other relief at law or in equity to which PURCHASER may be entitled as a result of SELLERS's breach.

21. AUTHORITY; DUE EXECUTION; ENFORCEABILITY. SELLERS have the full right, power and authority to execute, deliver and perform all obligations of SELLERS under this Agreement and all other instruments delivered or to be delivered by SELLERS prior to the Close of Escrow, and the execution, performance and delivery of this Agreement and the instruments by SELLERS have been duly authorized by all requisite actions. The persons executing this Agreement and the instruments on behalf of SELLERS have been duly authorized to do so. This Agreement and said instruments constitute valid and binding obligations of SELLERS, enforceable in accordance with their respective terms.

22. NO CONFLICT. SELLERS' execution, delivery and performance of their obligations under this Agreement and any other documents will not constitute a default or a breach under any contract, agreement or order to which SELLERS are a party, by which SELLERS are bound, or which affect the Property or any part thereof. Without limiting the generality of the foregoing, the sale of the Property Interest pursuant to this Agreement does not violate the terms of any partnership, limited liability company agreement, or other agreement to which SELLERS or any of the individuals comprising SELLERS are a party, nor is the consent of any third party required for the sale of the Property Interest pursuant to this Agreement.

23. BROKERS. The parties hereto warrant and represent to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each party agrees to indemnify and hold harmless the other party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

24. CONTINGENCY. It is understood and agreed between the Parties that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the PURCHASER of this Agreement. The execution of this document and the delivery of same to Escrow Agent constitutes said acceptance and approval.

25. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

26. SUCCESSORS. This Agreement shall inure to the benefit of and shall be binding on the Parties to this Agreement and their respective heirs, executors, administrators, assigns and successors.

27. ATTORNEYS' FEES. If litigation is commenced between the Parties concerning the interpretation or enforcement of this Agreement, the prevailing party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include, without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged

breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or, the party determined to be the prevailing party by a court of law.

28. NOTICES. Notices and other deliveries pursuant to this Agreement may be delivered by private messenger service, overnight mail, hand service or facsimile. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by (or on the date receipt was refused by) the party; provided, however, that all notices and documents delivered by overnight service shall be deemed received the next business day after deposit with a reputable overnight courier or delivery service for overnight delivery.

The address of the Parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO PURCHASER:
PURCHASER of Rocklin
Attention: Aly Zimmermann
3970 Rocklin Road
Rocklin, CA 95677
(916) 625-5583
Alyz@rocklin.ca.us

TO SELLERS:
The Lifehouse Church and
Church Extension Investors Fund, Inc.
4800 Sierra College Blvd.
Rocklin, CA 95677
Meld3711@gmail.com

29. ENTIRE AGREEMENT. This Agreement, its exhibits, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and it shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest. Neither party relies upon any warranty or representation not contained in this Agreement.

30. SEVERABILITY. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

31. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

32. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of PURCHASER shall be personally liable to SELLERS or their successors in interest in the event of any default or breach by PURCHASER or for any amount which may become due to SELLERS or their successors in interest pursuant to this Agreement.

33. TIME OF THE ESSENCE. Time is of the essence for each condition, term, obligation and provision of this Agreement.

34. WAIVERS; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

35. PROVISIONS NOT MERGED WITH DEEDS. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, if any, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein.

Without limiting the generality of the foregoing:

i) SELLERS' representations, warranties and covenants contained herein shall survive the Close of Escrow;

ii) All provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so; and

iii) PURCHASER and SELLERS intend that the disclosures, indemnities, and releases provided in this Agreement will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to PURCHASER.

36. CAPTIONS; CONSTRUCTION. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

37. ACTION OR APPROVAL. Where action and/or approval by PURCHASER is required under this Agreement, PURCHASER's Manager may act on and/or approve such matter unless the PURCHASER Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

38. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. PURCHASER and SELLERS agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the Placer County (the "Property Jurisdiction"). The

state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. PURCHASER and SELLERS each irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation, and waive any other venue to which such party might be entitled by virtue of domicile, habitual residence or otherwise. The provisions of this Section shall survive the Close of Escrow and the termination of this Agreement.

39. TIME FOR PERFORMANCE. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

40. FURTHER ASSURANCES. PURCHASER and SELLERS each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution of any additional documents which may be required to effectuate the transactions contemplated hereby.

41. TITLE VI. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the PURCHASER of Rocklin, a municipal corporation, has authorized the execution of this Agreement by its PURCHASER Manager and attestation by its Clerk by Resolution No. _____, adopted by the City Council of the City of Rocklin on the _____ _____day of _____, 20_____, and PURCHASER having caused this Agreement to be duly executed.

PURCHASER:
THE CITY OF ROCKLIN

Dated: _____ By: _____
Aly Zimmermann, City Manager

SELLERS:

The Lifehouse Church and
Church Extension Investors Fund, Inc.

Dated: April 22, 2024 By: _____
The Lifehouse Church

Print Name: Melvin Douglas

Title: Elder

Dated: April 26, 2024 By: _____
Church Extension Investors Fund, Inc.

Print Name: Igor Mokhov

Title: President

Robert Glim Jr.
Vice President

Exhibit "A"
Legal Description for Fee Acquisition

EXHIBIT "A"

Description of
Portion of Parcel "A" of 12 PM 142 to be transferred
To the City of Rocklin

The land described hereinbelow is situated in the City of Rocklin, County of Placer, State of California and is a portion of Parcel "A" of Parcel Map No. P-72837, filed for record in the Office of the Recorder of Placer County in Book 12 of Parcel Maps at Page 142, and being more particularly described as the following three (3) Areas:

Area 1:
Beginning at the Northeast corner of said Parcel "A", thence from said POINT OF BEGINNING along the east line of said Parcel "A" the following two (2) courses: (1) South 00° 01' 02" East 254.97 and (2) South 00° 10' 45" West 102.59 feet to the southeast corner of said Parcel "A"; thence along the south line of said Parcel "A" South 87° 28' 32" West 13.02 feet to the southeast corner of that certain Grant Deed to the City of Rocklin filed for record in the Office of said Recorder in Document No. 2013-0085081, Official Records; thence along the east line of said Grant Deed the following two (2) courses: (1) curving to the left on an arc of a 14,943.69 foot radius curve, said arc having an interior angle of 00° 23' 44.4", an arc length of 103.20 feet and being subtended by a chord bearing North 00° 10' 50" East 103.20 feet and (2) North 00° 01' 02" West 77.49 feet to the most northerly corner thereof; thence along the west line of Grant Deed South 03° 30' 41" West 140.85 feet; thence leaving said line North 01° 55' 52" East 255.00 feet; thence North 00° 01' 02" West 62.68 feet to the north line of said Parcel "A"; thence along said north line North 87° 49' 11" East 13.01 feet to the POINT OF BEGINNING, containing 5146 square feet, more or less.

Area 2:
Beginning at a point located on the west line of said Grant Deed referenced in Area 1 hereinabove, from which the northeast corner of said Parcel "A" bears the following four (4) courses: (1) North 03° 30' 41" East 6.51 feet, (2) North 01° 55' 52" East 255.00 feet, (3) North 00° 01' 02" West 62.68 feet and (4) North 87° 49' 11" East 13.01 feet; thence from said POINT OF BEGINNING along the west line of said Grant Deed the following two (2) courses: (1)South 03° 30' 41" West 9.26 feet and (2) South 46° 36' 54" West 3.76 feet; thence leaving the west line of said Grant Deed along an arc of a 29.33 foot radius non-tangent curve to the left, having an interior angle of 24° 09' 53", an arc length of 12.37 feet and being subtended by a chord bearing North 15° 35' 38" East 12.28 feet to the POINT OF BEGINNING; containing 7 square feet, more or less.

Area 3:
Beginning at a point located on the west line of said Grant Deed referenced in Area 1 hereinabove, from which the northeast corner of said Parcel "A" bears the following five (5) courses: (1) North 46° 36' 54" East 22.80 feet, (2) North 03° 30' 41" East 15.77 feet, (3) North 01°

55' 52" East 255.00 feet, (4) North 00° 01' 02" West 62.68 feet and (5) North 87° 49' 11" East 13.01 feet; thence from said POINT OF BEGINNING along the westerly and northerly line of said Grant Deed the following two (2) courses: (1) South 46° 36' 54" West 3.88 feet and (2) South 85° 33' 46" West 105.32 feet; thence leaving said Grant Deed North 04° 26' 14" West 0.67 feet; thence North 85° 33' 46" East 92.39 feet; thence North 85° 33' 08" East 6.17 feet; thence along an arc of a 29.33 foot radius non-tangent curve to the left, having an interior angle of 19° 30' 09", an arc length of 9.98 feet and being subtended by a chord bearing North 75° 18' 18" East 9.94 feet to the POINT OF BEGINNING; containing 75 square feet, more or less.

End of Description

William F. McKinney, PLS 4715

LICENSED LAND SURVEYOR
WILLIAM MCKINNEY
EXP. 9-30-23
NO. 4715
STATE OF CALIFORNIA

FEB 09, 2023
Date

Exhibit "B"
Plat Map for Fee Acquisition

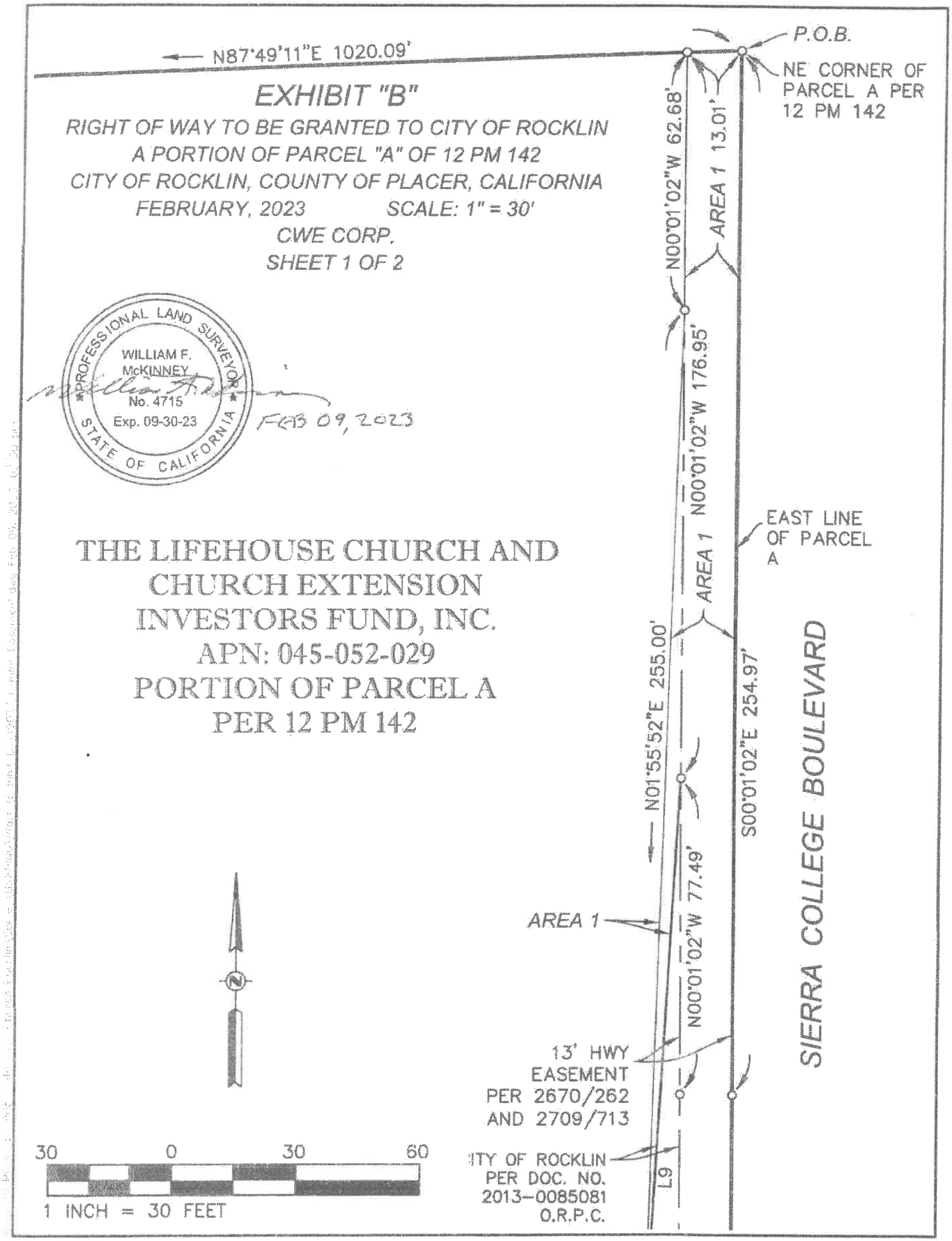

N87°49'11"E 1020.09'
P.O.B.
NE CORNER OF PARCEL A PER 12 PM 142
EXHIBIT "B"
RIGHT OF WAY TO BE GRANTED TO CITY OF ROCKLIN
A PORTION OF PARCEL "A" OF 12 PM 142
CITY OF ROCKLIN, COUNTY OF PLACER, CALIFORNIA
FEBRUARY, 2023 SCALE: 1" = 30'
CWE CORP.
SHEET 1 OF 2
PROFESSIONAL LAND SURVEYOR
WILLIAM F. McKINNEY
No. 4715
Exp. 09-30-23
STATE OF CALIFORNIA
FEB 09, 2023
THE LIFEHOUSE CHURCH AND CHURCH EXTENSION INVESTORS FUND, INC.
APN: 045-052-029
PORTION OF PARCEL A PER 12 PM 142
N00°01'02"W 62.68'
AREA 1 13.01'
N00°01'02"W 176.95'
AREA 1
EAST LINE OF PARCEL A
N01°55'52"E 255.00'
S00°01'02"E 254.97'
SIERRA COLLEGE BOULEVARD
AREA 1
N00°01'02"W 77.49'
13' HWY EASEMENT PER 2670/262 AND 2709/713
ITY OF ROCKLIN PER DOC. NO. 2013-0085081 O.R.P.C.
L9
30 0 30 60
1 INCH = 30 FEET

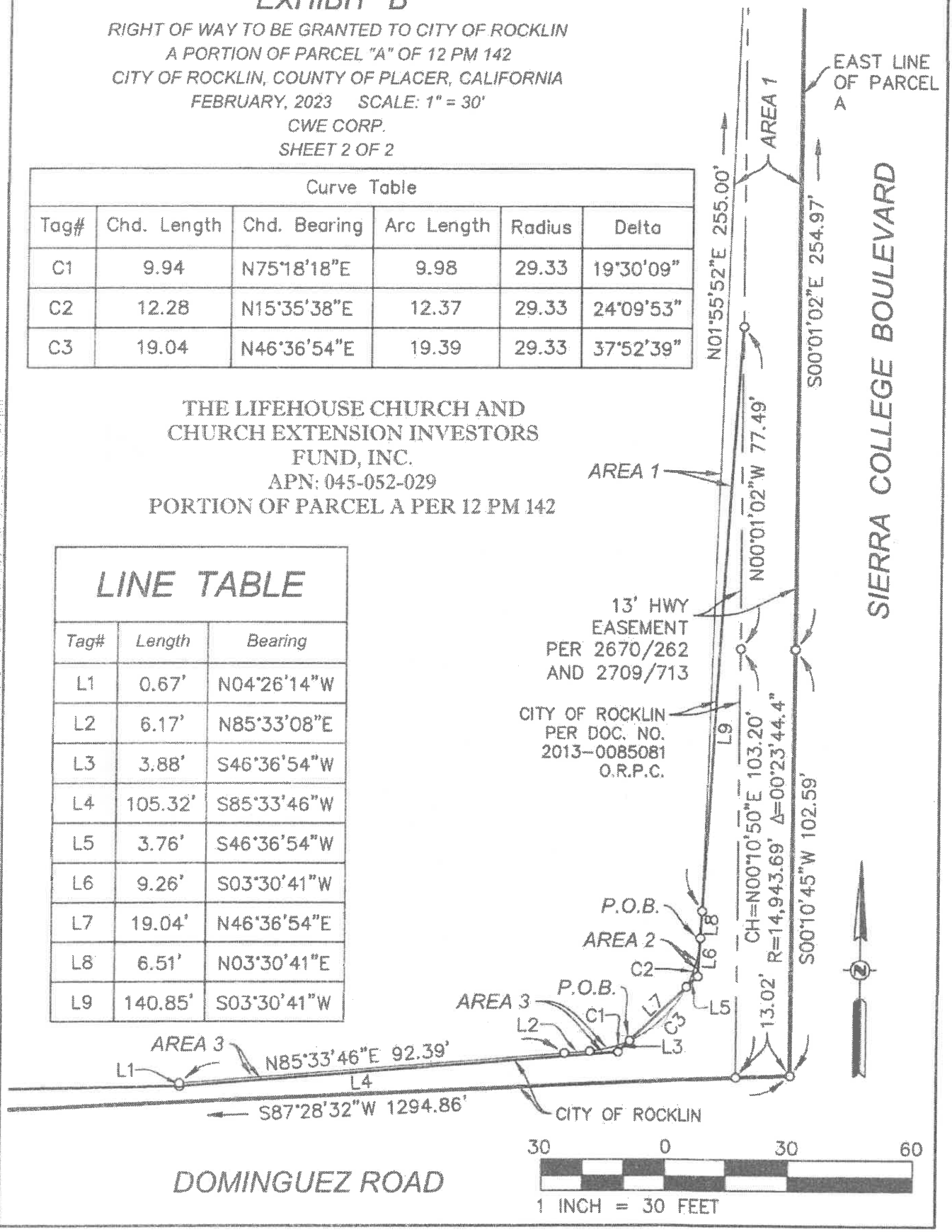
EXHIBIT "B"

RIGHT OF WAY TO BE GRANTED TO CITY OF ROCKLIN
A PORTION OF PARCEL "A" OF 12 PM 142
CITY OF ROCKLIN, COUNTY OF PLACER, CALIFORNIA
FEBRUARY, 2023 SCALE: 1" = 30'
CWE CORP.
SHEET 2 OF 2

Curve Table					
Tag#	Chd. Length	Chd. Bearing	Arc Length	Radius	Delta
C1	9.94	N75°18'18"E	9.98	29.33	19°30'09"
C2	12.28	N15°35'38"E	12.37	29.33	24°09'53"
C3	19.04	N46°36'54"E	19.39	29.33	37°52'39"

THE LIFEHOUSE CHURCH AND
CHURCH EXTENSION INVESTORS
FUND, INC.
APN: 045-052-029
PORTION OF PARCEL A PER 12 PM 142

LINE TABLE		
Tag#	Length	Bearing
L1	0.67'	N04°26'14"W
L2	6.17'	N85°33'08"E
L3	3.88'	S46°36'54"W
L4	105.32'	S85°33'46"W
L5	3.76'	S46°36'54"W
L6	9.26'	S03°30'41"W
L7	19.04'	N46°36'54"E
L8	6.51'	N03°30'41"E
L9	140.85'	S03°30'41"W



Closure Calculations

Fee Title ROW to City of Rocklin, CA
A portion of parcel "A: of 12 PM 142

By: S. Janes
Date: 02/08/2023
Project Number: 19083

Subject Parcels: ROW Transfer Areas for Fee Title, Area 1, Area 2 & Area 3

Area 1
North: 12694.9342' East: 14282.5141'

Segment #1: Line
Course: S00°01'02"E Length: 254.97'
North: 12439.9642' East: 14282.5907'

Segment #2: Line
Course: S00°10'45"W Length: 102.59'
North: 12337.3747' East: 14282.2699'

Segment #3: Line
Course: S87°28'32"W Length: 13.02'
North: 12336.8012' East: 14269.2625'

Segment #4: Line
Course: N00°10'50"E Length: 103.20'
North: 12440.0007' East: 14269.5878'

Segment #5: Line
Course: N00°01'02"W Length: 77.49'
North: 12517.4907' East: 14269.5645'

Segment #6: Line
Course: S03°30'41"W Length: 140.85'
North: 12376.9051' East: 14260.9378'

Segment #7: Line
Course: N01°55'52"E Length: 255.00'
North: 12631.7603' East: 14269.5308'

Segment #8: Line
Course: N00°01'02"W Length: 62.68'
North: 12694.4403' East: 14269.5120'

Segment #9: Line
Course: N87°49'11"E Length: 13.01'
North: 12694.9352' East: 14282.5125'

Perimeter: 1022.81' Area: 5145.67 Sq. Ft.
Error Closure: 0.0019 Course: N55°10'00"W
Error North: 0.00107 East: -0.00154

Precision 1: 538321.05

Area 2
North: 12370.4022' East: 14260.5378'

Segment #1: Line
Course: S03°30'41"W Length: 9.26'
North: 12361.1596' East: 14259.9706'

Segment #2: Line
Course: S46°36'54"W Length: 3.76'
North: 12358.5769' East: 14257.2380'

Segment #3: Curve
Length: 12.37' Radius: 29.33'
Delta: 024°09'53" Tangent: 6.28'
Chord: 12.28' Course: N15°35'38"E
Course In: N62°19'26"W
Course Out: S86°29'19"E
RP North: 12372.1998' East: 14231.2637'
End North: 12370.4048' East: 14260.5391'

Perimeter: 25.39' Area: 6.57 Sq. Ft.
Error Closure: 0.0030 Course: N26°44'58"E
Error North: 0.00264 East: 0.00133

Precision 1: 8433.33

Area 3
North: 12345.4980' East: 14243.4007'

Segment #1: Line
Course: S46°36'54"W Length: 3.88'
North: 12342.8329' East: 14240.5809'

Segment #2: Line
Course: S85°33'46"W Length: 105.32'
North: 12334.6846' East: 14135.5766'

Segment #3: Line
Course: N04°26'14"W Length: 0.67'
North: 12335.3526' East: 14135.5248'

Segment #4: Line
Course: N85°33'46"E Length: 92.39'
North: 12342.5005' East: 14227.6378'

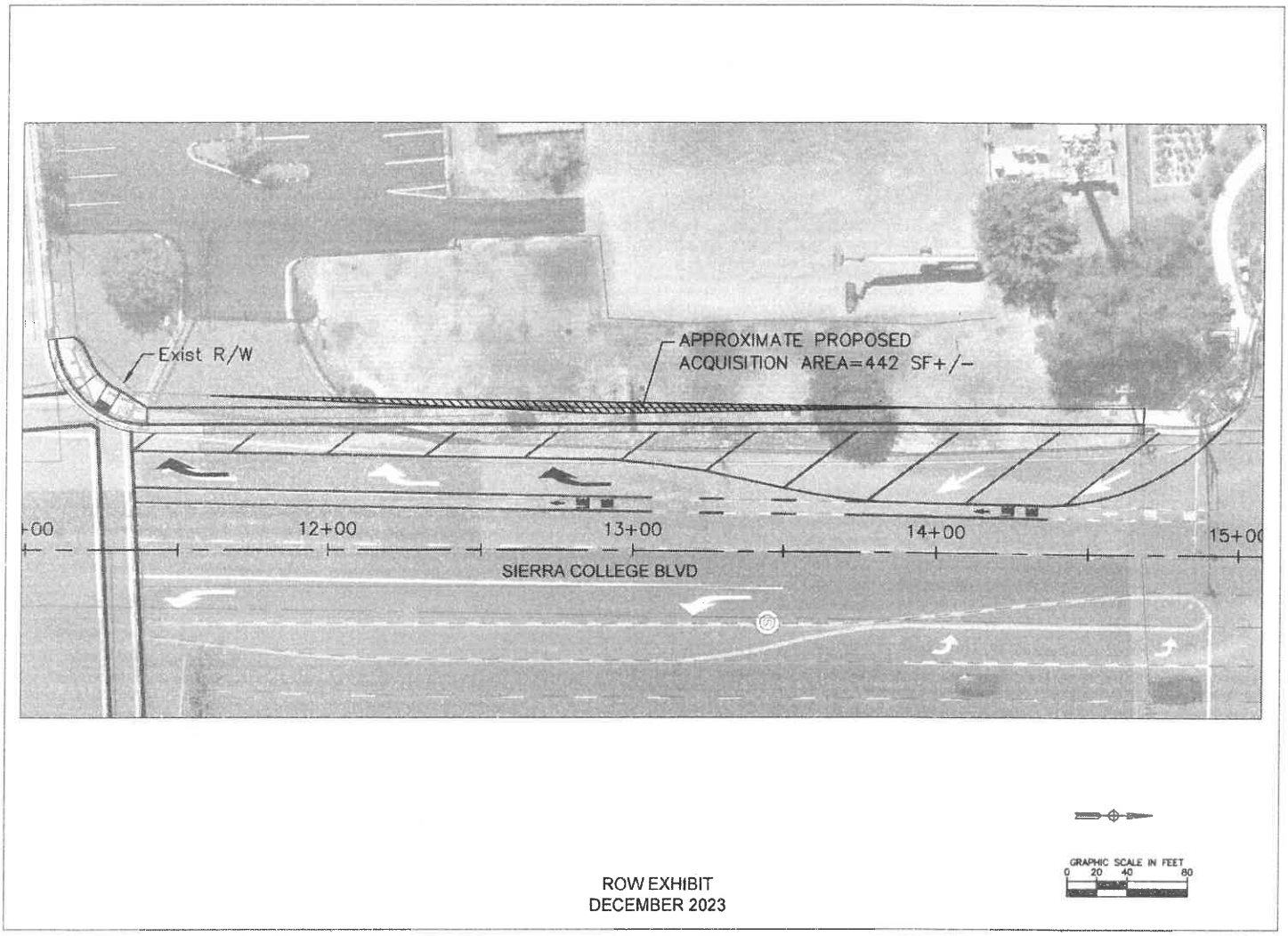
Segment #5: Line
Course: N85°33'08"E Length: 6.17'
North: 12342.9790' East: 14233.7893'

Segment #6: Curve
Length: 9.98' Radius: 29.33'
Delta: 019°30'09" Tangent: 5.04'
Chord: 9.94' Course: N75°18'18"E
Course In: N04°56'37"W
Course Out: S24°26'46"E
RP North: 12372.1999' East: 14231.2617'
End North: 12345.5005' East: 14243.4041'

Perimeter: 218.42' Area: 74.76 Sq. Ft.
Error Closure: 0.0042 Course: N53°50'05"E
Error North: 0.00248 East: 0.00339

Precision 1: 51992.86

Exhibit "C"
Sellers Exhibit



ROW EXHIBIT
DECEMBER 2023

Kimley»Horn

Exhibit "D"
Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF ROCKLIN
3970 Rocklin Road
Rocklin, CA 95677
Attention: City Clerk

NO FEE DOCUMENT per Government Code 6103, 27383
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

SPACE ABOVE FOR RECORDER'S USE ONLY

PROJECT: City of Rocklin Sierra College Blvd. Widening Project
ADDRESS: 4800 Rocklin Road, Rocklin, CA 95677
APN: 045-052-029 (portion)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **The Lifehouse Church, a California corporation, successor in interest to and who acquired title as Sierra College Boulevard Baptist Church, a California corporation, as to an undivided one-half interest; AND Church Extension Investors Fund, Inc., an Illinois non-profit corporation, as to an undivided one-half interest** ("GRANTOR") hereby grants to the **CITY OF ROCKLIN, a municipal corporation of the State of California** ("GRANTEE"), its successors and assigns, that certain real property located at 4800 Sierra College Boulevard, in the City of Rocklin, County of Placer, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, GRANTOR has executed this Grant Deed as of____ day of _____, 2024.

GRANTOR: The Lifehouse Church, a California corporation, successor in interest to and who acquired title as Sierra College Boulevard Baptist Church, a California corporation, as to an undivided one-half interest

By: _____

Print Name: _____

Title: _____

GRANTOR: Church Extension Investors Fund, Inc., an Illinois non-profit corporation, as to an undivided one-half interest

By: _____

Print Name: _____

Title: _____

Exhibit "E"
Special Provisions

APN 045-052-029
4800 Sierra College Blvd., Rocklin, CA 95677

Construction Contract Work

As part of the Construction Contract Work, PURCHASER'S contractor will reconstruct SELLERS' property:

1.Cut and cap the existing irrigation in conflict with the City's sidewalk improvements.

2. Remove and return the existing Lifehouse Church monument sign to the property owner. The City will not reinstall the monument sign.

ESCROW INSTRUCTIONS

Insert Date: June 25, 2024
Fidelity National Title Company

Project: City of Rocklin
Parcel No.: 045-052-029
Owner: The Lifehouse Church, et al
Escrow No.: 01007886-010-AM-PJ

This escrow will be closed in connection with the City of Rocklin, Sierra College Blvd. Widening Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is $48,900.

_____ Enclosed is a warrant in the sum of __$50,302.72_____.

_____ Enclosed is the Grant Deed (granting a Fee Simple Interest), and a copy of the Agreement for Acquisition of Real Property.

_____ Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.

_____ No tax cancellation or proration will be necessary.

_____ Policy of title insurance shall be issued in the amount of $7,337 (land value only).

Please make check payable to: The Lifehouse Church

Proceeds from this transaction are to be sent to:

The Lifehouse Church
4800 Sierra College Blvd.
Rocklin, CA 95677

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Rocklin as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01007886-010-AM-PJ, dated October 26, 2023, Amended June 12, 2024 Amendment No.A.

As to Fee Simple Interest

Exceptions Taken Subject To:	*Exceptions To Be Cleared:*
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,13, 14, 15, 16, 17, 18	12, 19, 20, 21, 22, 26, 27, 28

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

City of Rocklin
Attn: Hunter Young
Community Development Department | City of Rocklin
3970 Rocklin Road, Rocklin, CA 95677

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Rocklin upon receipt of a warrant in the amount of _$50,302.72____ less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if a fee interest is being acquired) or subordination (if an easement is being acquired) from the following Mortgagee:

Lender: Not Applicable

Loan No.: Not Applicable

Address: Not Applicable

Telephone: Not Applicable

GRANTOR:

By (*Sign*)

Print Name

Date: 6/25/2024

City of Rocklin:

By (*Sign*)

Print Name

Date:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____from The Lifehouse Church, a California Corporation, successor in interest to and who acquired title as Sierra College Boulevard Baptist Church, a California corporation, as to an undivided one-half interest; AND Church Extension Investors Fund, Inc., an Illinois non-profit corporation, as to an undivided one-half interest, 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. 2024-XXX, adopted on August 13, 2024 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

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: California Highway Patrol Grant

Date: August 13, 2024

Submitted By: Chad Morris, Captain
Rustin Banks, Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Grant Application Submitted to the Department of California Highway Patrol and Authorizing the City Manager to Execute the Grant Agreement.

Background:
Like all communities, the City of Rocklin is impacted by driving under the influence (DUI) collisions and arrests, with arrests increasing by nearly 10% year-over-year in past three years. This data reveals that more education is needed to discourage drivers from engaging in the dangers of DUI. The City of Rocklin Police Department (RPD) has been awarded a $120,772.23 grant for education and enforcement of driving under the influence from the Department of California Highway Patrol (CHP). The grant award notice and agreement is included as Attachment 2. The primary focus is to preserve human life by preventing DUI. RPD will provide education programs and conduct periodic enforcement operations across the community as it relates to the dangers of impaired driving. The goal is to educate the public, focusing on adolescents, on the dangers of driving under the influence, or being a passenger in a vehicle with a driver who is under the influence of drugs and/or alcohol.

This year's grant award will be used to:
(1) purchase education/outreach materials, such as wrist bands, keychains, and flashlights, to be given to members of the community as reminders to dissuade drivers from DUI or passengers from getting into a vehicle with an impaired driver;
(2) purchase one surveillance camera trailer for DUI checkpoints and education/outreach events;
(3) training for one Standardized Field Sobriety Testing (SFST) instructor course; and
(4) personnel costs for officers to present at education/outreach and/or community events.

Police Officers trained as Drug Recognition Experts (DREs) will continue to utilize the four DUI education pedal carts and goggles purchased last year to simulate the effects of various levels of intoxication of alcohol and drugs on the human body. This education is best for middle and

high school aged students to deter future abuse of drugs, alcohol and DUI activity. The grant will also fund efforts to enforce violations of DUI laws by conducting DUI checkpoints and joint agency DUI saturation patrols.

CHP requires the City of Rocklin to provide an authorizing resolution prior to accepting the grant funding.

Fiscal Impact:
The total amount of the grant is $120,772.23. No City match is required. Staff recommends the City Council authorize any budgetary and accounting transactions up to $120,773 in the Fiscal Year 2024/25 Operating Budget in the Police Grant Fund (Fund 244) to administer the grant. There is no impact to the General Fund.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - FY24-25 CTFGP Grant Agreement Rocklin PD

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
RATIFYING THE GRANT APPLICATION SUBMITTED TO THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT

WHEREAS, the City of Rocklin through its Police Department applied for and was awarded a one-year grant in the amount of one hundred twenty thousand seven hundred seventy-two dollars and twenty-three cents ($120,772.23), starting July 1, 2024 and concluding June 30, 2025; and

WHEREAS, the grant will fund partial personnel costs of police officers from the Rocklin Police Department who are assigned to conduct enforcement and/or public education outreach concerning the dangers of impaired driving, Standardized Field Sobriety Testing (SFST) Instructor Training for one officer, and the purchase of a Surveillance Trailer from Mobile Pro Systems plus miscellaneous public education materials; and

WHEREAS, the Rocklin Police Department will be providing education and conducting periodic driving under the influence (DUI) enforcement activities across the city as it relates to the increasing public awareness surrounding the dangers of impaired driving and reducing impaired driving accidents making our roadways a safer place to travel; and

WHEREAS, the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program requires that the City of Rocklin provide a resolution from its governing body in order to accept the grant funding and administer the grant; and

WHEREAS, the Police Department seeks approval to purchase one MPS 3400 Trailer System from Mobile Pro Systems in accordance with Quote 27548 as submitted with the grant application utilizing grant funding; 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 ratifies the Police Department's grant application to the California Highway Patrol and authorizes the City Manager to execute a Grant Agreement with the California Highway Patrol (attached hereto as Exhibit A)

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to approve any budgetary and accounting transactions to administer the grant

agreement with the California Highway Patrol for the Cannabis Tax Fund Grant Program up to $120,773 consistent with the City policies and laws in Grant Fund (Fund 244).

Section 3. The City Council of the City of Rocklin hereby authorizes the City Manager to approve a purchase order to Mobile Pro Systems for the purchase of an MPS 3400 Trailer System.

Section 4. The City of Rocklin agrees to abide by the terms and conditions of the grant agreement as set forth by CHP.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Award Number
17946

1. GRANT TITLE
FY24/25 CTFGP Law Enforcement - Rocklin Police Department

2. NAME OF ORGANIZATION/AGENCY
Rocklin Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Rocklin Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2024 To: 06/30/2025

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $120,772.23

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Aly Zimmermann
Title: City Manager
Phone: (916) 625-5585

Address: 3970 Rocklin Road
Rocklin, CA 95677

E-Mail: AlyZ@rocklin.ca.us

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasley@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: C. M. Jones Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Catrina.Jones@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Karen Smith
Title: Administrative Analyst
Phone: (916) 625-5585

Address: Rocklin Police Department
Attn: Accounts Receivable
4080 Rocklin Road
Rocklin, CA 95677

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Rocklin Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Rocklin Police Department is dedicated to the continuation of the foundational project established last year, which aims to educate the public about the dangers of driving under the influence of alcohol or drugs, as well as being in a vehicle with an impaired driver. Our primary focus remains on education as a means of prevention, with the ultimate goal of saving lives and safeguarding property. Our initial target audience consists of middle school and high school students who are becoming increasingly aware of and exposed to alcohol and drugs. This year, we are expanding our program to include the local college campus, Sierra College, which has an enrollment of nearly 16,000 students.

In addition to our educational efforts in schools, the Department actively participates in various community events where we engage with individuals of all ages. Our engagement includes providing presentations, simulations, resource materials, and referrals to necessary resources.

The educational content will be delivered through interactive live presentations, hands-on simulations utilizing pedal carts and goggles, as well as through the distribution of printed materials and educational materials (such as bracelets, stickers, magnets, keychains, flashlights, etc.) carrying a "Don't Drink and Drive" slogan as a friendly reminder.

Equipment utilized for our educational initiatives includes the DUI Education and Enforcement Trailer for the transport of safety equipment, materials, educational materials, pedal carts, goggles, and personnel. We also utilize four pedal carts with Fatal Vision impaired goggles, which provide a simulated driving DUI experience, as well as use the Fatal Vision impaired goggles independently for simulating impaired vision due to substance use.

As part of our comprehensive approach to emphasize the dangers of driving under the influence (DUI) or driving under the influence of drugs (DUID), our project includes enforcement measures such as checkpoints. To facilitate these checkpoints, we utilize the Mobile Pro Systems Surveillance Trailer. This trailer is equipped with safety lights and security cameras, ensuring the safety of both officers and the community during checkpoint operations. The use of the Mobile Pro Systems Surveillance Trailer will also be pivotal in providing evidentiary video of impaired driving activity at DUI checkpoints that will be vital in the prosecution of impaired drivers.

In addition to the trailer, we employ the Pendar X10 handheld chemical detector. This advanced device enables officers to safely and accurately detect and identify substances, including narcotics, while ensuring the protection of both the officers and the community. The device allows for identification of controlled substances without the need to be in close contact with the unidentified substance. With the prevalence of poly-drug combinations encountered in impaired driving investigations, to include lethal substances like Fentanyl, this technology is of paramount importance to the safety of officers conducting DUI investigations.

Another element of our enforcement efforts involves saturation patrols. During these patrols, we continue to use the Pendar X10 handheld chemical detector. This equipment plays a vital role in the safe and reliable detection of substances, while maintaining the well-being of the officer(s) and the community.
Law Enforcement Training includes one officer attending Standardized Field Sobriety Testing Instructor Course.

Problem Statement & Proposed Solution

Problem Statement:
Alcohol-impaired driving and drug-impaired driving pose significant threats to public safety and well-being in the local community of Rocklin, California. The National Highway Traffic Safety Administration (NHTSA)

reported that in 2021, there were 13,384 fatalities in crashes involving alcohol-impaired drivers nationwide. In California alone, there were 1,370 fatalities in alcohol-involved crashes, representing a 16% increase from the previous year and accounting for nearly a third of all traffic deaths in the state (California Office of Traffic Safety).

The City of Rocklin recognizes impaired driving as a major public health and safety problem, and it is crucial to address this issue promptly and effectively.

Proposed Solution:
The Rocklin Police Department has implemented a comprehensive DUI Education and Enforcement plan to tackle the problem of impaired driving. The plan involves multiple strategies to educate and deter individuals from driving under the influence of alcohol or drugs.

1. Educational Outreach: The police department aims to expand the number of educational outreach presentations conducted at local schools and community events. These presentations will raise awareness about the dangers and consequences of impaired driving, providing essential information to prevent individuals from making the choice to drive while impaired.
2. DUI Checkpoints: The Rocklin Police Department will conduct additional DUI checkpoints when warranted. These checkpoints serve as a visible deterrent and allow officers to identify and apprehend impaired drivers. The data from the latest DUI checkpoint held in December 2023 showed that four drivers were arrested for DUI, indicating the presence of impaired driving within the community.
3. Saturation Patrols: To further enforce DUI laws, the police department plans to increase saturation patrols. This involves deploying additional officers specifically tasked with targeting and apprehending impaired drivers. These patrols contribute to the overall deterrence and enforcement efforts, minimizing the risk of impaired driving incidents.

The proposed solution focuses on not only educating the public but also enhancing enforcement measures to deter impaired driving and protect the community.

Recent Statistical Data:

In the most recent DUI checkpoint conducted by the Rocklin Police Department in December 2023, the following statistics were observed:

- Four drivers were arrested for DUI, signaling the ongoing presence of impaired drivers within the community.
- Three drivers were cited for operating a vehicle without a license or with a suspended/revoked license, demonstrating the need for comprehensive enforcement measures.
- A total of 1,078 vehicles were contacted during the checkpoint, highlighting the effectiveness of the checkpoint as a means to engage with the community and enforce DUI laws.

These statistics showcase the reality of impaired driving in the local community and emphasize the urgency of continued efforts to educate, prevent, and enforce against this dangerous behavior.

The following are DUI arrest statistics for the last five years:

2019:
DUI Collision arrests: 33
DUI arrests (no collision): 59
Total DUI arrests: 92

2020
DUI Collision arrests: 28
DUI arrests (no collision): 48
Total DUI arrests: 76

Schedule A

2021
DUI Collision arrests: 38
DUI arrests (no collision): 71
Total DUI arrests: 109

2022
DUI Collision arrests: 39
DUI arrests (no collision): 79
Total DUI arrests: 118

2023
DUI Collision arrests: 51
DUI arrests (no collision): 111
Total DUI arrests: 162

2024 (year to date)
DUI Collision arrests: 8
DUI arrests (no collision): 15
Total DUI arrests: 23

Total DUI arrests for the past five years (2019-2023): 557

The following data is Rocklin Police Department's underage (under 21 years old) DUI arrests:

2019: 5
2020: 3
2021: 8
2022: 12
2023: 10
2024: 1

Total underage DUI arrests for the past five years (2019-2023): 38

Reinforcing the education of our officers is a crucial element in effectively achieving the goals of DUI Education and Enforcement. Having additional officers certified in Standard Field Sobriety Tests (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Drug Recognition Evaluation (DRE) significantly strengthens our efforts in both preventing and enforcing DUI/DUID offenses.

Performance Measures/Scope of Work
Project Activity

The Rocklin Police Department's DUI Enforcement and Education Project for FY24-25 aims to implement several project activities with defined goals and objectives.

The project will include a total of 6 DUI/DUID Saturation Patrols conducted quarterly, with four patrols in each quarter. The goal of these patrols is to reduce DUI/DUID related deaths by 10%, leading to improved roadway safety in the community.

Additionally, a total of two DUI Checkpoints will be conducted one in each quarter, Quarter 2 and Quarter 4. The objective of these checkpoints is to reduce DUI/DUID related incidents by 15%, thus decreasing the number of impaired drivers in the community.

Furthermore, four educational presentations will be conducted at local schools, with a minimum of one presentation in each quarter. The goal is to reach at least 100 students per quarter to increase awareness and educate them on the dangers of driving under the influence. These presentations will focus on highlighting the ramifications of impaired driving including identifying an impaired driver. Educational materials and tools used as reminders, like bracelets, stickers, magnets, etc., will be provided to the students to promote making good decisions for themselves, their family, and friends to never drive impaired. These educational materials will be constant reminders to new and experienced drivers.

Overall, the goals and objectives of these activities and events align with the aim of enhancing community safety, reducing DUI/DUID incidents, and increasing awareness about the dangers and consequences of impaired driving.

Equipment/Direct Purchases
As part of Rocklin's DUI/DUID Enforcement and Education FY24-25 Project, the following equipment/direct purchases will be made:

Mobile Pro System Surveillance Trailer (qty 1):

Quarter 1: Purchase
Quarter 2: Receive
Quarters 2-4: Deploy at DUI checkpoints and education events

The Mobile Pro System Surveillance Trailer serves as a valuable resource for law enforcement agencies in detecting and deterring driving under the influence. Equipped with advanced camera systems and monitoring capabilities, this trailer enables officers to gather crucial evidence, document incidents, and enhance their safety and investigative efforts.

Pendar X10 Handheld (qty 2):

Quarter 1: Purchase
Quarter 2: Receive
Quarters 2-4: Deploy at DUI checkpoints, education events, and DUI Saturation Patrols

The Pendar X10 Handheld is a widely recognized tool used by law enforcement agencies worldwide. Its effectiveness in identifying various substances, including cannabis, makes it an essential asset in combating drug-impaired driving and ensuring road safety.

In addition to the equipment purchases, various token promotional items (direct costs) will be acquired (Quarter 1) and distributed at education events/community events. These items targeted towards students and community members will help reinforce the message of not driving impaired or riding with an impaired driver, further supporting the project's objectives. The disbursement of these items will occur throughout Quarters 1-4.

Activity Goals/Objectives
The Rocklin DUI Enforcement and Education FY24-25 Project includes the following goals and objectives for various activities:

Educational Outreach:

- Quarter 1: Conduct 1 educational outreach initiatives
- Quarter 2: Conduct 1 educational outreach initiatives
- Quarter 3: Conduct 1 educational outreach initiatives
- Quarter 4: Conduct 1 educational outreach initiatives

The goal of these educational outreach activities is to increase awareness and provide education on the dangers of driving under the influence. Through these initiatives, the project aims to reach and educate a wide audience on the importance of responsible and safe driving practices.

DUI Checkpoints:

- Quarter 2: Implement 1 DUI checkpoint
- Quarter 4: Implement 1 DUI checkpoint

The objective of the DUI checkpoints is to enhance road safety by reducing incidents of driving under the influence. These planned checkpoints will serve as strategic points of intervention to identify and deter impaired driving, thereby contributing to a safer community.

Schedule A

DUI Saturation Patrols:

- Quarter 1: Conduct 1 DUI saturation patrols
- Quarter 2: Conduct 2 DUI saturation patrols
- Quarter 3: Conduct 2 DUI saturation patrols
- Quarter 4: Conduct 1 DUI saturation patrols

The goal of the DUI saturation patrols is to increase enforcement efforts and reduce the occurrence of DUI incidents. By conducting targeted and intensified patrols during specific quarters, law enforcement aims to enhance deterrence, detect potential offenders, and ultimately improve road safety.

These goals and objectives for the different activities are aligned with the overall aim of the Rocklin DUI Enforcement and Education FY24-25 Project, which is to promote responsible and safe driving practices, reduce the incidents of driving under the influence, and enhance community safety.

Project Performance Evaluation

The effectiveness and positive impact of the Project will be evaluated using a combination of quantitative and qualitative data collection methods. For community outreach events, data will be gathered by engaging with visitors to the DUI Education and Enforcement Trailer/booth and documenting their feedback. The Police Department will interact with the public and distribute informational materials with statistical data about driving under the influence, along with tokens carrying reminders about the consequences of impaired driving.

To evaluate education outreach through schools, interactive question and answer sessions will be conducted with students and faculty, followed by written surveys after presentations or simulations have been conducted. The number of DUI arrests of underage persons will be compared to the number of educational presentations delivered to quantify the effectiveness of the education program.

For DUI checkpoints, data will be collected on the number of vehicles checked, citations or arrests made for DUI/DUID, and other issued citations. These figures will be compared with data from previous quarters and years to identify any correlations between education and outreach efforts and the actual checkpoint data.

DUI saturation patrols will be executed by deploying officers to areas with a high likelihood of DUI/DUID incidents. The patrols will be conducted during specific quarters to intensify enforcement efforts and reduce DUI occurrences. The effectiveness of these patrols will be evaluated by collecting quantitative data, including the number of DUI/DUID arrests made and citations issued, as well as qualitative data gathered through feedback and observations from the deployed officers. These data points will be compared with previous quarterly and yearly data to identify any correlations between education outreach and the actual saturation patrol outcomes. The findings will be communicated to internal and external stakeholders, ensuring effective sharing and dissemination of the Project's results.

The collected quantitative and qualitative data will be compared to data from previous quarters and years to measure the impact of the Project. A communication plan will be implemented to share the Project results with internal and external stakeholders, ensuring the effective dissemination of the findings.

Internally, the success of the Project will be assessed through quarterly reports submitted to the Chief of Police at the Rocklin Police Department. These reports will provide a comprehensive overview of the Project's activities, including the number of DUI Saturation Patrols, DUI Checkpoints, educational outreach initiatives, and outcomes such as the number of arrests, citations, and community engagement. The reports will enable the Chief to evaluate the Project's progress towards achieving its goals and objectives, identifying any areas that may require adjustment or additional resources. Additionally, ongoing training provided to the officers involved in the Project will serve as an internal measure of success, ensuring they possess the necessary skills and knowledge for effective DUI enforcement and education. Regular training sessions will keep the officers updated on best practices, legal updates, and techniques, further contributing to the Project's success.

Program Sustainability

The City of Rocklin Police Department is aware of the importance of reducing reliance on future grant funding

for the DUI/DUID Enforcement and Education Program - specifically for equipment and overtime expenses. While implementing the program last year and looking ahead to the future, the Department has been mindful of funding needs.

To reduce reliance on future grant funding, the City plans to budget for the replacement costs of necessary equipment and overtime expenses to ensure that the Department can effectively and efficiently deploy for DUI/DUID checkpoints, saturation patrols, and education outreach. The City recognizes that these expenses are necessary to continue the mission and priority of keeping the community safe, especially given the recent challenges of recruiting and hiring police officers nationwide.

The Department incrementally budgets for assets on a replacement schedule based on their estimated useful life expectancy and likelihood to replace. It is estimated that the trailer will remain useful for around 20 years, the pedal carts will remain useful for approximately 10 years, the impaired goggles will remain useful for approximately five years, the Mobile Pro System Surveillance Trailer will remain useful for approximately 10 years, and the Pendar X10 will remain useful for approximately 10 years. As such, the Department will budget for replacement costs accordingly.

Additionally, the Department will budget for necessary overtime to perform the checkpoints, saturation patrols, and education outreach. The Department is aware of the need to balance overtime needs with maintaining a healthy workforce to avoid officer burnout. To address this, the Department is continuing its creative recruiting efforts to attract and retain top candidates for employment.

In summary, the City of Rocklin Police Department is taking proactive steps to reduce the reliance on future grant funding for the DUI/DUID Enforcement and Education Program by budgeting for necessary replacement equipment costs and overtime expenses. By doing so, the Department can continue to effectively deploy for checkpoints, saturation patrols, and education outreach, enhancing community safety, and ensuring a sustainable program for the future.

Administrative Support

The successful implementation of the Project requires administrative support, including personnel and physical resources. The Department has one Administrative Analyst who oversees the grant process from evaluation and submission to final claim in addition to ensuring compliance with the grant agreement and terms. The Department also has 67 sworn staff who regularly interact with the public and several specifically assigned officers who work directly with schools and school-aged kids to support the project, including completing programmatic work like DUI checkpoints, saturation patrols, and education outreach, as well as providing necessary narratives of accomplishments for grant requirements.

Additionally, the Department benefits from more than 60 volunteer staff who manage information booths at community events and support sworn staff with DUI checkpoints by preparing equipment and materials and providing traffic control and other necessary duties.

The City has a Finance Department that ensures the proper financial recording and reporting of grants, including tracking of equipment and depreciation and asset control, supporting the administration of the grant project.

The City of Rocklin has a 131-year history many years of applying for and managing numerous local, state, and federal grants. The Police Department specifically applies for an average of five grants annually, including those offered by the Department of Justice, California Office of Traffic Safety, County of Placer, California Office of Emergency Services, and California Highway Patrol, among others. Last year alone, the Department applied for and received grants from the California Highway Patrol Cannabis Tax Fund Grant Program, the Board of State and Community Corrections Officer Wellness Grant, and the Community Oriented Policing Services through the Department of Justice.

Therefore, the Department has the necessary administrative support, personnel, and physical resources to successfully implement the Project, building on its previous management and grant experience and supplementing with available personnel and volunteer staff.

The physical resources needed for the successful implementation of the Project include:

Schedule A

1. DUI/DUID Enforcement and Education Trailer: This resource will be utilized to showcase and demonstrate the program's message to the target audience and can be used for many years. The estimated useful life of the trailer is 20 years.
2. Pedal Carts: Pedal carts will be used as part of the program to engage middle and high school-aged students, spreading the message of not driving while impaired. The estimated useful life of a pedal cart is 10 years.
3. Impaired Goggles: These goggles will be used to simulate the experience of impaired vision and highlight the dangers of driving under the influence. The estimated useful life of impaired goggles is 5 years.
4. Mobile Pro System Surveillance Trailer: This surveillance trailer will aid the Department in its DUI/DUID checkpoints and saturation patrols. It is an important physical resource for effective enforcement. The estimated useful life of the surveillance trailer is 10 years.
5. Pendar X10: The Pendar X10 is another resource that will be used for DUI/DUID checkpoints and saturation patrols. It is essential for safe, accurate testing and enforcement. The estimated useful life of the Pendar X10 is 10 years.

In addition to these specific physical resources, signage, educational materials, safety gear, and other items will be used to ensure officers and volunteers carry out their roles safely and effectively.

It is important for the City to budget for the replacement costs of these physical resources and plan for their maintenance and upkeep over time, in order to ensure the longevity and continued success of the program.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
17946	Rocklin Police Department	$120,772.23

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Education/Outreach - Materials	$5,000.00
Category Sub-Total		**$5,000.00**
Personnel	Presentations	$2,400.00
	DUI Checkpoint	$16,000.00
	Backfill	$4,000.00
	DUI Saturation Patrol	$7,200.00
Category Sub-Total		**$29,600.00**
Travel	SFST Instructor Training - Attend Travel	$1,824.00
Category Sub-Total		**$1,824.00**
Equipment	DUI Trailer	$84,348.23
Category Sub-Total		**$84,348.23**

Grant Total	**$120,772.23**

Schedule B-1
Budget Narrative

Rocklin Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

Education/Outreach - Materials
$5,000.00
Custom printed stickers
- Qty 5,000
- Unit cost $0.15

Total cost $825 with design set up plus shipping/tax

Custom printed magnets
- Qty 1,500
- Unit cost $0.25

Total cost $450 with design set up plus shipping/tax

Custom printed flashlights
- Qty 500
- Unit cost $1.50

Total cost $850 with design set up plus shipping/tax

Custom printed keychains
- Qty 1,050
- Unit cost $0.1.22

Total cost $1,375 with design set up plus shipping/tax

Custom printed rubber bracelets
- Qty 1,000
- Unit cost $0.36

Total cost $450 with design set up plus shipping/tax

Custom printed flyers/brochures
- Qty 10,000
- Unit cost $0.10

Total cost $1,050 with design set up plus shipping/tax

All educational supplies/materials will be distributed to the community during DUI checkpoints, educational events, and/or public events to provide the community with accurate information and reminders about the dangers of driving while impaired. Every engagement with the community is an opportunity to education and prevent future negative outcomes from impaired driving.

Personnel

DUI Checkpoint
$16,000.00
- 2 CHECKPOINTS PER YEAR
- 10 OFFICERS/SERGEANTS PER CHECKPOINT
- 8 HOURS WORKING DUI/DUID CHECKPOINT
- RATE OF PAY $100/OT

TOTAL $16,000
TOTAL HOURS 160

Presentations
$2,400.00
DUI EDUCATION PRESENTATIONS
- 4 PER YEAR, 1 PER QUARTER
- 2 OFFICERS PER PRESENTATION
- 3 HOURS FOR OFFICERS WORKING PRESENTATION
- RATE OF PAY $100

TOTAL $2,400
TOTAL HOURS 24

DUI Saturation Patrol
$7,200.00
DUI SATURATION PATROLS
- 6 PER YEAR, Q1=1; Q2=2, Q3=2, Q4=1.
- 2 OFFICERS PER SATURATION PATROL
- 6 HOURS FOR OFFICERS WORKING A SATURATION PATROL
- RATE OF PAY $100 OT

TOTAL $7,200
TOTAL HOURS 72

Backfill
$4,000.00
SFST INSTRUCTOR COURSE TRAINING BACKFILL
- 1 OFFICER TO BACKFILL
- 40 HOURS OF TRAINING
- RATE OF PAY $100 OT

TOTAL $4,000

Travel

SFST Instructor Training - Attend Travel
$1,824.00
SFST Instructor Course, within CA. If travel is necessary based on seat availability in class:
- Per diem $59 per day/6 days=$354
- Lodging $245 per day/6 nights= $1,470

If attending local training (Folsom-August 5-9), no lodging will be necessary.

Equipment

DUI Trailer
$84,348.23
Surveillance Trailer for DUI Checkpoints and Education Outreach.
MPS 3400 Trailer System with configurable options, qty 1, $84,348.23 with estimated tax/shipping

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: County of Placer Department of Health and Human Services Animal Control and Care Services Contract

Date: August 13, 2024

Submitted By: Luke Sincerny, Captain
Rustin Banks, Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving a Contract for Services with County of Placer, Department of Health and Human Services-Animal Services Division and Authorizing the City Manager to Execute the Contract and Subsequent Amendments.

Background:
The City of Rocklin Police Department has been successfully been partnering with Placer County since July 1, 2009 for field, enforcement services, and/or the facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals through contractual agreements.

Both the County and the City have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law. Also, both the County and the City have the authority to remove dead, stray, domestic and wild animals from public property and streets. However, the City does not have adequate facilities to provide for the care and custody of stray impounded and unwanted animals, or for the adoption of homeless animals. Therefore, the City desires for the County to continue housing, caring for, and offering animals for adoption at the Placer County Animal Services Center, operated by the County and located at 11232 B Avenue in Auburn.

California Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions.

The City desires to continue the partnership with the County for two additional years, through June 30, 2026. The total amount of the contract is $415,338 for two years. This total includes the City's annual pro-rata share of the County's costs to operate the Animal Shelter with a CPI adjustment in year two. The additional award amount above the two years' costs are in the event the City requests the County to provide field services, animal control emergency, or

other relief services that the City may desire.

The City's costs for the first year will be $168,526; second year costs will be no more than $185,379.

Fiscal Impact:
The total amount of the contract is $415,338 for two years. The first year annual costs are included in the Fiscal Year 2024/25 Operating Budget. The department will budget for the second year annual costs in Fiscal Year 2025/26.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - County of Placer Contract HHS000911

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING CONTRACT FOR SERVICES WITH COUNTY OF PLACER, DEPARTMENT OF HEALTH AND HUMAN SERVICES-ANIMAL SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND SUBSEQUENT AMENDMENTS

WHEREAS, the City of Rocklin desires to enter into a two-year agreement for animal control and care services with the County of Placer, Department of Health and Human Services beginning on July 1, 2024 for the total agreement amount not to exceed $415,338; and

WHEREAS, City desires that County house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by County and located at 11232 B Avenue, Auburn, CA 95603; and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions; and

WHEREAS, the City Manager is authorized to sign subsequent amendments up to $25,000 per fiscal year.

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

Section 1. The City Council authorizes the City Manager to execute an Agreement with the County of Placer, Department of Health and Human Services-Animal Control Division and authorizes the City Manager to execute the contract in substantially the form attached hereto as Exhibit A.

Section 2. The City Council authorizes the City Manager to execute subsequent amendments to the Agreement with the County of Placer, Department of Health and Human Services-Animal Control Division to increase compensation up to $25,000 per fiscal year provided the amendment is consistent with contract's subject matter and scope of work, Rocklin Municipal Code, and the City Attorney approves the amendments as to form.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	**HHS000911**
BEGINS:	July 1, 2024
ENDS:	June 30, 2026
ADMINISTERING AGENCY:	Health and Human Services, Animal Services Division

This is an Agreement made and operative as of the 1st day of July, 2024, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the CITY OF ROCKLIN**,** hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead, stray, domestic and wild animals from public property and streets, and

WHEREAS, CITY may not have adequate resources to provide facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, COUNTY, agrees to provide CITY with the above-mentioned services in accordance with Placer County Code and California State Laws; and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with animal care and adoption services in accordance with and adhering to Placer County Code and California State Laws, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.

2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.

3. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **FOUR HUNDRED FIFTEEN THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS ($415,338).** In the event that services are mutually agreed to that exceed the total animal shelter day cap in the Scope the maximum contract amount will not exceed

$415,338. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **INVOICES:**

   4.1. COUNTY will provide invoices to CITY on a quarterly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.

   4.2. COUNTY shall notify CITY no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.

   4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

   City of Rocklin Police Department
   Attn: Accounts Payable
   4080 Rocklin Road
   Rocklin, CA 95677

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2026. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.

8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.

9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows.

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
11434 B Avenue, Suite 100
Auburn, CA 95603

If to CITY: City of Rocklin Police Department
Attn: Rustin Banks, Chief
4080 Rocklin Road
Rocklin, CA 95677

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **ASSIGNMENT:** CITY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.

13. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.

14. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.

15. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

16. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

17. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CITY will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF PLACER ("COUNTY")	CITY OF ROCKLIN ("CITY")
_____ Robert L. Oldham, Director, Department of Health & Human Services Date: _____	_____ Signature _____ Print Name, Title Date: _____
Approved as to Form Office of Placer County Counsel _____ Date: _____	Approved as to Form Office of City Attorney _____ Date: _____

EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Payment Provisions
Exhibit C – Insurance and Indemnification Requirements

EXHIBIT A

SCOPE OF SERVICES

1. **DESCRIPTION OF SERVICES:**

1.1. Uninjured animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by finders from within the jurisdiction of the CITY. Total days animals can be sheltered is capped at 5,924. CITY Manager, or authorized designee may request COUNTY to extend services beyond the cap amount for animals in the shelter. A request for services beyond the capped amount shall not, however, guarantee provision of services to extend the capped amount which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these additional services beyond the cap will be at a rate of $31.30 per day and will trigger the additional contract maximum amount. If the costs relating to these additional services will exceed the total maximum amount of this contract, as set forth in Exhibit B, the additional services will be denied unless the parties agree to an amendment of this amount in writing, as required by paragraph 2 of the Agreement.

1.2. CITY animals with injuries or illness will receive necessary and prompt veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834. CITY shall transport injured or ill animals to a veterinary medical facility that the CITY contracts with to fill this mandate. If the treating veterinarian determines that the animal is stable and does not require immediate emergency medical treatment, care or euthanasia; these animals may be taken to the COUNTY Animal Services Center at 11232 B Avenue, Auburn, CA 95603.

1.3. COUNTY will keep, maintain, and care for stray and seized animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754. Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals impounded without a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754.Total animal shelter days are capped at 5,924.

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.

1.4. COUNTY may accept owner surrendered animals on a space available basis. Owners must contact COUNTY to determine if surrender to the Animal Services Center is appropriate and follow COUNTY procedures to make an appointment for surrender. Total animal shelter days are capped at 5,924.

1.5. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.

1.6. COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY animals.

1.7. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from CITY subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.

1.8. Animals/specimen delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the CITY of the outcome and any Public Health recommendations as appropriate upon receipt of the results.

1.9. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services.

1.10. CITY Manager, or authorized designee may request COUNTY to provide additional field services, animal control emergency or other relief services that CITY may desire. A request for field services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these additional services are not included in this contract, and shall be in addition to the quarterly rate calculated as described in Exhibit B, Payment Provisions. If requested, a separate agreement with mutually agreed upon terms will be negotiated and executed by COUNTY and CITY.

1.11. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

1.12. COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement.

EXHIBIT B

PAYMENT PROVISIONS

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed **FOUR HUNDRED FIFTEEN THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS ($415,338).** This amount is meant to be a maximum and allows for flexibility to include the annual CPI subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers Increase up to a maximum of 10%. Changes to this maximum contract amount due to an increase in pro-rata share shall be memorialized in a subsequent amendment.

1. Charges for Animal Services

   The charges for all services set forth in Exhibit A, Scope of Services shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2023-2024 budgeted operating cost. For Fiscal Year 2024-2025, charges are set at **$42,131.50 per calendar quarter**. Charges for Fiscal Year 2025-2026 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers up to a maximum of 10%. The adjustment shall be calculated using the most recent twelve-month period data available as of April 30 for each year. The FY 2025-26 charges will be **$42,131.50 per calendar quarter as above plus the above-mentioned CPI amount.**

EXHIBIT C

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

   COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

   CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

   This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. INSURANCE:

   It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars ($1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars ($1,000,000) general liability, one million dollars ($1,000,000) automobile liability, and one million dollars ($1,000,000) workers' compensation.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Woodside Drainage Repair Bid Award

Date: August 13, 2024

Submitted By: Richard Lawrence, Public Works Manager
Justin Nartker, Director of Public Works
1. Resolution

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Agreement for the Woodside Drainage Repair Project to Central Valley Engineering & Asphalt, Inc., and Authorizing the City Manager to Execute the Agreement.

Background:
The Woodside Drainage Repair project (Project No. 50139) was included in the 2023-2028 Capital Improvement Plan as part of the Stormwater Pipe Replacement Program, which was approved by the Council on June 25, 2023. However, during the design phase, additional areas of concern were identified as the site conditions were investigated. This resulted in a delay of the procurement and formal bid process, extending the project award and construction into the current fiscal year.

This project consists of replacing failed storm drain pipes, relocating two (2) drain inlets, installing one (1) new manhole, and restoring the intersection post construction at Woodside Drive and Westwood Drive (see Attachment 3 for a Location Map). The bid for Woodside Drainage Repair was advertised on May 23, 2024, and May 30, 2024, with the bid opening Tuesday, June 18, 2024. Six (6) bids were received from the following (see Attachment 4 for the Bid Summary):

CONTRACTOR	BID
Central Valley Engineering & Asphalt (Roseville)	$164,269.00
Glissman Excavating, Inc. (Penryn)	$166,490.52
Precision Earthworks Construction, Inc. (Loomis)	$198,208.00
Swierstok Enterprise, Inc. dba Pro Builders (Orangevale)	$248,885.00
B&M Builders, Inc. (Rancho Cordova)	$265,744.00
PBM Construction, Inc. (Rocklin)	$269,517.00

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined

Central Valley Engineering & Asphalt Inc. submitted the lowest responsible bid. Staff recommends the City Council award the contract to Central Valley Engineering & Asphalt, Inc. Pursuant to Rocklin Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($24,640.35).

This project is funded out of SB325 Sales Tax Fund (210). The amount for this project including Fifteen (15) percent change order authority bringing the total not to exceed amount to $188,909 (rounded).

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed Woodside Drainage Repair project and determined that it falls under the previously approved Notice of Exemption for Stormwater Pipe Replacement projects, Resolution 2020-23, and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 & 15302.

Fiscal Impact:

Sufficient funds are budgeted and available in the SB325 Sales Tax Fund (Fund 210) to support the staff recommendation.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Construction Agreement
3. Project Location Map
4. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AWARDING A CONSTRUCTION AGREEMENT FOR THE WOODSIDE DRAINAGE REPAIR PROEJCT
TO CENTRAL VALLEY ENGINEERING & ASPHALT, INC., AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AGREEMENT

WHEREAS, the Woodside Drainage Repair consists of replacing failed storm drain pipes, relocating two (2) drain inlets, installing one (1) new manhole, and restoring the intersection post construction at Woodside Drive and Westwood Drive.; and

WHEREAS, the invitation for bids was advertised on May 23, 2024, and May 30, 2024, with the bid opening Tuesday, June 18, 2024, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $164,269.00, submitted by Central Valley Engineering & Asphalt, Inc. and staff recommends that the contract for the project be awarded to Central Valley Engineering & Asphalt, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $24,640 (rounded), is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the total authorized project amount to $188,909 (rounded); and

WHEREAS, this project is funded using Sales Tax (SB325) Funds (210).

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

Section 1. The contract for the Woodside Drainage Repair is awarded to Central Valley Engineering & Asphalt, Inc. and the City Manager is authorized to execute the Agreement with Central Valley Engineering & Asphalt, Inc. in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of August 13, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and Central Valley Engineering & Asphalt, 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: Woodside Drainage Repair

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Hundred, Sixty-Four Thousand, Two Hundred and Sixty-Nine DOLLARS ($164,269)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as

extended, if applicable) will be Five Hundrfed Dollars **($500)** 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.

VIII. 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.)

July 2, 2024
Date

68-0446147
Tax I.D. Number

Signature

Signature

James Castle
Print Name

Warren Holt
Print Name

CFO/Secretary
Title

President
Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McComber, 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 Placer)

On July 2, 2024 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

personally appeared James Castle & Warren Holt,
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.

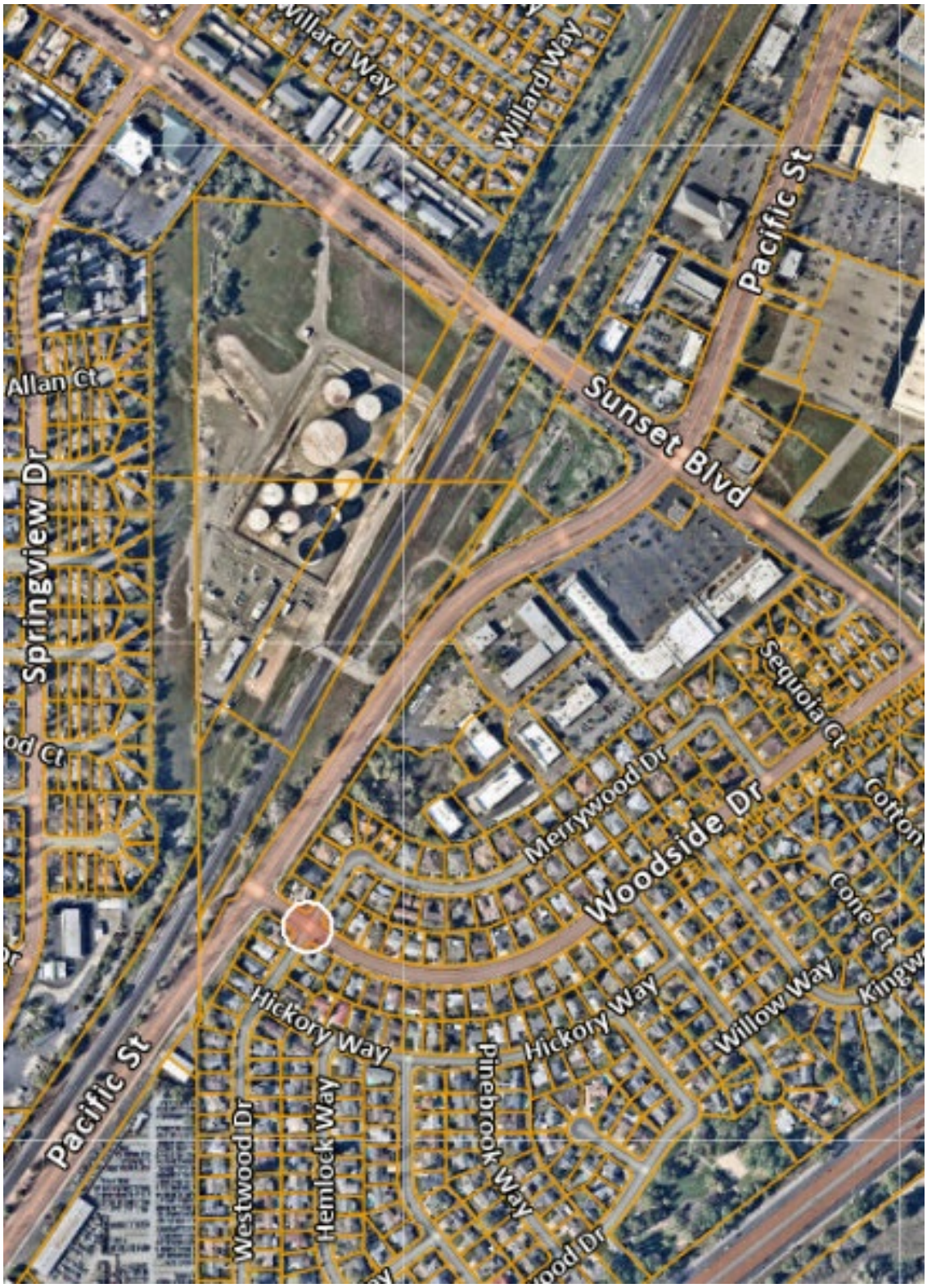
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JAMIE GRUZAS
Notary Public - California
Placer County
Commission # 2331691
My Comm. Expires Aug 16, 2024

Signature Jamie Gruzas **(Seal)**

Project Location Map – Woodside Drainage Repair



NOT TO SCALE

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: City of Rocklin Woodside Drainage Repair	
DATE: June 18, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Glissman Excavating Inc.	$ 166,490.52	$	1	✓
2. Precision Earthworks Construction Inc.	$198,208.00	$	1	✓
3. B&M Builders Inc.	$265,744.00	$	1	✓
4. Swierstorf Enterprise Inc. oba Pro Builders	$248,885.00	$	1	✓
5. Central Valley Engineering & Asphalt Inc.	$164,269.00	$	1	✓
6. PBM Construction Inc.	$269,517.00	$	1	✓
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Megan Bressem, Finance — Date: 6/18/24

Avinta Singh, City Clerk — Date: 6/18/24

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Raw Water Mainline Emergency Repair

Date: August 13, 2024

Submitted By: Justin Nartker, Director of Public Works

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Declaring the Existence of an Emergency and Accepting the Repair of the Raw Water Mainline on Whitney Oaks Boulevard and Park Drive, Under the City Manager's Authorization in Accordance with Section 22050 of the Public Contract Code.

Background:
On June 14, 2024, the City received a report of a large raw water leak at Whitney Oaks Boulevard and Park Drive. Staff responded and found a significant break in the 6-inch raw water mainline that feeds 40 different valves for various landscaping areas throughout the vicinity. This mainline serves five (5) irrigation clocks and landscape areas associated with portions of the Whitney Oaks Homeowner Association (WO HOA) and the Whitney Oaks Golf Course. Photos are included as Attachment 2.

Staff determined that the mainline break was substantial and constituted an emergency situation, as the velocity of water from the broken pipe was causing localized flooding and erosion. Additionally, turning off the water until the bid process was complete would result in a significant loss of both private (golf course, WO HOA, commercial property) and public (roadway landscape) plant life.

Due to the circumstances, the situation would not permit a delay resulting from competitive solicitation for bids and constitutes an emergency within the meaning of California Public Contract Code section 1102.

In compliance with the Public Contract Code and the Rocklin Municipal Code, a subsequent report of the emergency repair will be provided to the City Council. The total cost for this work is $7,917.43, which is under the City Manager’s signing authority, and the work was completed on June 19, 2024.

Pursuant to Rocklin Municipal Code section 3.04.090 (A) and California Public Contract Code section 22050, the City Council must now review the decision to initiate emergency repairs.

Staff recommends the City Council adopt a resolution (Attachment 1) making findings based on substantial evidence that the emergency would not have permitted a delay resulting from a competitive solicitation for bids and that the action was necessary to respond to the emergency.

Fiscal Impact:

The total cost of the emergency repair was $7,917.43. Funds re available in the Fiscal Year 2024/25 Operating Budget in the SB325 Gas Tax (210) fund.

ATTACHMENTS:

1. Resolution
2. June 14, 2024 Raw Water Mainline Break - photos

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING THE EXISTENCE OF AN EMERGENCY AND ACCEPTING THE REPAIR OF THE RAW WATER MAINLINE ON WHITNEY OAKS BOULEVARD AND PARK DRIVE, UNDER THE CITY MANAGER'S AUTHORIZATION IN ACCORDANCE WITH SECTION 22050 OF THE PUBLIC CONTRACT CODE

WHEREAS, the City is required by the State to competitively bid public works projects, including construction contracts and repairs unless there exists an emergency situation which requires immediate action; and,

WHEREAS, City staff became aware of a raw water mainline leak at Whitney Oaks Boulevard and Park Drive; and,

WHEREAS, due to the size and volume of the raw water mainline, staff could not leave the mainline on in its state as it was causing localized flooding; and,

WHEREAS, staff did not have the option to leave the mainline turned off while the competitive process was conducted as it would risk the loss of mass amounts of vegetation and landscaping that would be costly to replace; and,

WHEREAS, the raw water mainline repair was completed on June 19, 2024.

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

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

Section 2. That the public interest and necessity demanded the immediate expenditure of public funds to repair the raw water mainline in order to safeguard, prevent, and mitigate the loss or impairment of public health, safety, property, and essential public services. The emergency situation would not have permitted a delay resulting from competitive solicitation for bids and immediate action was necessary to respond to the emergency.

Section 3. That the City Manager or her designee was authorized to procure all necessary equipment, services, and supplies for the purpose of remedying the emergency, without giving notice for bids to let contracts, and to expend such funds as she may determine are necessary to accomplish these purposes, subject to an in accordance with Section 22050(b) of the Public Contract Code.

Section 4. That the City Council reviewed the completed emergency action at its regular meeting on August 13, 2024, and determined that the there is no need to take further action as a result of the emergency.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

June 14, 2024 - Raw Water Mainline Break




CAUTION
CAUTION



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of One Chevrolet 2500 Double Cab Truck from Winner Chevrolet

Date: August 13, 2024

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Director of Public Works

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One Chevrolet 2500 Double Cab Truck from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicle from Winner Chevrolet.

Background:
The Police Department's Community Service Officer (CSO) vehicle is due for replacement. Staff has identified a contract through the State of California that meets the specifications for the CSO vehicle replacement.

Rocklin Municipal Code Section 3.04.090(C), (D), authorizes the City to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding. The state's program provides local government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services. These contracts are created through a competitive bid process that allows members to “piggyback” on the competitive bid contract, eliminating the need to complete the individual RFP/bid process and allowing the City to move quickly to secure services/equipment.

Pursuant to the state contract, Winner Chevrolet Inc. (Elk Grove) has issued quotes for the vehicle noted above (Attachment 2) for a total amount of $53,137 (rounded). Staff recommends the City Council authorize the purchase of the vehicle from Winner Chevrolet in an amount not to exceed $53,137 (rounded), pursuant to California Contract No. 1-22-23- 23D (Attachment 3).

Fiscal Impact:
There is no fiscal impact as the funds are budgeted and available in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Vehicle Quote
3. Contract

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE PURCHASE OF ONE CHEVROLET 2500 DOUBLE CAB TRUCK FROM WINNER CHEVROLET AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLE FROM WINNER CHEVROLET

WHEREAS, the Police Department's Community Service Officer (CSO) vehicle is due for replacement, and staff found a contract through the State of California that meets the specifications for the vehicle replacement; and,

WHEREAS, staff has determined that it is in the City's best interest to purchase the equipment/vehicles from Winner Chevrolet using the California State Contract #1-22-23-20D that provide member government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, Pursuant to Rocklin Municipal Code Section 3.04.090 under C-Cooperative purchasing/procurement and D-Piggyback purchasing which allow for the City to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, the total cost of $53,157 (rounded) is included in the FY 2024/25 Operating budget. No budget appropriation is necessary.

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

Section 1. The City Council hereby approves of the purchase of one (1) Chevrolet have carried over to fiscal year 2023/24 and now to FY 2024/25 Operating Budget 2500 Double Cab Truck in the amount of $53,127 (rounded) currently identified in the FY 2024/25 Operating Budget.

Section 2. The City Council hereby approves and authorizes the City Manager to purchase the vehicles incorporated herein by this reference.

PASSED AND ADOPTED this 13th day of August 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Winner Chevrolet

7220 Fawn Way
Sacramento, CA 95823
(916)509-8598 - Desk
(916792-3672 - Cell

To:
Matt McClure
City of Rocklin

(916) 871-6909

DATE July 19, 2024
Quotation # 3011

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-20D

Description	AMOUNT
Line #33 Chevy 2500 Double Cab 4X2	$ 44,657.00
Options (Refer to Window Sticker):	$ 4,608.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 49,265.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 49,350.00
Tax Rate(Subject to change): 7.250%	$ 3,577.88
Tire Fee:	$8.75
Delivery Charge:	$ 200.00
Per Vehicle	**$ 53,136.63**
Grand Total	$ -

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

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Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
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avillareal@lasherauto.com

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
CC20753	[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck		
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
8S3	Back-up alarm, 97 decibels		$138.00
9L7	Upfitter switch kit, (5)		$150.00
9N2	GVWR, 10,050 lbs. (4559 kg)		$0.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
CGN	Chevytec spray-on bedliner		$545.00
DD8	Mirror, inside rearview auto-dimming	Inc.	
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass		$720.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		$0.00
JL1	Trailer brake controller, integrated		$275.00
K34	Cruise control, electronic	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior, 120-volt		$225.00

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Winner Chevrolet / Elk Grove Auto Group

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

L8T	Engine, 6.6L V8		$0.00
MKM	Transmission, Allison 10-Speed automatic		$0.00
PCV	WT Convenience Package		$800.00
PQA	WT/CX Safety Package		$845.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RVQ	LPO, Black tubular assist steps, 6" rectangular		$910.00
UD7	Rear Park Assist	Inc.	
UFG	Rear Cross Traffic Alert	Inc.	
UKC	Lane Change Alert with Side Blind Zone Alert	Inc.	
V46	Bumper, front chrome	Inc.	
VJH	Bumper, rear chrome	Inc.	
VK3	License plate kit, front		$0.00
VQ2	Fleet Processing Option		$0.00
YF5	Emissions, California state requirements		$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (✔ Complete)

Standard Equipment

Package	
	Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical	
	Durabed, pickup bed
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	GVWR, 10,050 lbs. (4559 kg) (STD) (Included and only available with CC20753 model and (L8T) 6.6L V8 gas engine with 17" wheels.)
	Push Button Start
	Air filter, heavy-duty
	Air filtration monitoring
	Auto-locking rear differential
	Rear wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Recovery hooks, front, frame-mounted, Black
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
	Exhaust, single, side
Exterior	
	Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (✔ Complete)

Exterior	
	Tires, LT245/75R17E all-season, blackwall (STD)
	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumpers, front, Black
	Bumpers, rear, Black
	CornerStep, rear bumper
	BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
	Moldings, beltline, Black
	Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Taillamps with incandescent tail, stop and reverse lights
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
	Mirror caps, Black
	Glass, solar absorbing, tinted
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection cap, top
	Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
	Door handles, Black grained
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (✔ Complete)

Entertainment	
	Bluetooth for phone connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Vinyl seat trim
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry with 2 transmitters
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

Safety-Mechanical	
	Front Pedestrian Braking
	StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
	Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitoring System
	3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Processing-Other	
	Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	10050.00 lbs

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

Cooling System

Total Cooling System Capacity	N/A

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	1.00 lbs	Standard Weight - Rear	2.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	3598 lbs
Curb Weight - Rear	2793 lbs	Option Weight - Front	43.00 lbs
Option Weight - Rear	72.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	6509.00 lbs
As Spec'd Payload	3541.00 lbs	Maximum Payload Capacity	3659.00 lbs
Gross Combined Wt Rating	24500 lbs	Gross Axle Weight Rating	N/A
Curb Weight	6391.00 lbs	Reserve Axle Capacity	N/A
Total Option Weight	115.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	10050.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1450 lbs
Fifth Wheel Hitch - Max Trailer Wt.	18600 lbs	Fifth Wheel Hitch - Max Tongue Wt.	4650 lbs
Maximum Trailering Capacity	14500 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

Chassis

Suspension

Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHQ	Rear Tire Order Code	QHQ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17
Rear Tire Size	LT245/75R17	Spare Tire Size	LT245/75R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	49.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.0 x 1.6 in
Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A

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[Fleet] 2024 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck (Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	39.88 in
Second Leg Room	35.24 in	Second Shoulder Room	64.88 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	149.4 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	240.51 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.95 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	42.17 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.16 in	Ground Clearance, Rear	10.16 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	82.25 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	51.85 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A
Cargo Volume	69.5 ft^3	Ext'd Cab Cargo Volume	N/A

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS

MANDATORY

Supplement 22

(Incorporates Supplements 1 – 22)

ISSUE AND EFFECTIVE DATE:	***04/19/2024***
CONTRACT NUMBER:	1-22-23-23 ***B through I***
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	~~***[Lithia Nissan of Fresno (1-22-23-23A)]***~~ Ocean Honda (1-22-23-23B) Freeway Toyota (1-22-23-23C) Winner Chevrolet (1-22-23-23D) Elk Grove Auto (1-22-23-23E) Downtown Ford (1-22-23-23F) Watsonville Fleet Group (1-22-23-23G) US Fleet Source (1-22-23-23H) CA Car Group (1-22-23-23I)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	Frank Martin 279-946-8035 Frank.Martin@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
22	➢ ***Termination of Contract 1-22-23-23A.*** ➢ ***Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.*** ➢ ***Attachment A – Contract Pricing – Supplement 21: replaced with Attachment A – Contract Pricing – Supplement 22. ****	***04/19/2024***
21	➢ Attachment A – Contract Pricing – Supplement 20 has been replaced with Attachment A – Contract Pricing – Supplement 21.	04/05/2024
20	➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20.	02/29/2024
19	➢ Attachment A – Contract Pricing – Supplement 18 has been replaced with Attachment A – Contract Pricing – Supplement 19.	01/12/2024
18	➢ *Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 18 due to price correction for previous supplement.	01/04/2024
17	➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 17.	12/22/2023
16	➢ Lithia Nissan contact information updated. ➢ Downtown Ford contact information updated.	12/12/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

15	➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15	11/17/2023
14	➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14	11/15/2023
13	➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13	10/31/2023
12	➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12	09/21/2023
11	➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11	8/31/2023
10	➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10.	8/24/2023
9	➢ Update State Contract Administrator information.	08/04/2023
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8	07/28/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	06/16/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

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Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

1. SCOPE

The State's contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 ***B – I***. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Vans & SUVs to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
~~*[Lithia Nissan of Fresno*~~	~~*1-22-23-23A*~~	~~*Al Pacheco*~~	~~*(559) 440-7946*~~	~~*hpacheco@lithia.com]*~~
Ocean Honda	1-22-23-23B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota of Hanford	1-22-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-23D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-23E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-23F	Sandra Scott	(916) 442-9631	sandrascott@fordsacramento.com
Watsonville Fleet Group	1-22-23-23G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
US Fleet Source	1-22-23-23H	Lisa Molino	(626) 344-4285	Info@usfleetsource.com
CA Car Group	1-22-23-23I	Richard M. Slade	(925) 560-4465	RichardMS@cacargroup.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
~~*[Contract # 1-22-23-23A*~~	~~*U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Al Pacheco*~~	~~*Facsimile: N/A*~~	~~*Email: hpacheco@lithia.com]*~~
Contract # 1-22-23-23B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

	Elk Grove, CA 95757 Attn: Jerry Powers		
Contract # 1-22-23-23E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-23F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@fordsacramento.com
Contract # 1-22-23-23G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-23H	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-22-23-23I	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the

pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Frank Martin
Telephone:	(279) 946-8035
Facsimile:	NA
Email:	Frank.Martin@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	~~***[Lithia Nissan of Fresno Contract # 1-22-23-23A]***~~	**Ocean Honda** Contract # 1-22-23-23B
Contact Name:	~~***[Al Pacheco]***~~	Pat Ireland
Telephone:	~~***[(559) 440-7946]***~~	(559) 707-5735
Facsimile:	~~***[N/A]***~~	(559) 961-4601
Email:	~~***[hpacheco@lithia.com]***~~	patireland1962@yahoo.com
Address:	~~***[Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710]***~~	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-23C	**Winner Chevrolet** Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-23E	**Downtown Ford Sales** Contract # 1-22-23-23F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@fordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-23G	**US Fleet Source** Contract # 1-22-23-23H
Contact Name:	Yesenia Covarrubias	Lisa Molino
Telephone:	(626) 457-5590	(626) 344-4285
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	yesenia@watsonvillefleetgroup.com	info@usfleetsource.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**CA Car Group** Contract # 1-22-23-23I
Contact Name:	Richard M. Slade
Telephone:	(925) 560-4465
Facsimile:	N/A
Email:	RichardMS@cacargroup.com
Address:	CA Car Group 4200 John Monego Ct Dublin, CA 94568

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-23 ***B – G*** include a $500 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-23 H & I offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
~~*[Lithia Nissan of Fresno*~~	~~*97163762]*~~
Ocean Honda	101-652579
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto Group	100-197237
Downtown Ford Sales	28600344
Watsonville Fleet Group	245364864 101-135239
US Fleet Source	103-097044
CA Car Group	100-214737

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be

honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory

expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating

Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 22****
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 1 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

Date: August 13, 2024

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

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 85), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 85) (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

Background:
On June 25, 2024, the City Council adopted Resolution No. 2024-153, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 1 (Annexation No. 85) and to Authorize the Levy of Special Taxes Therein to Amend the Rate and Set a Public Hearing Date regarding Vista Oaks, a planned residential development property located along the northern terminus of Monument Springs Drive and western terminus of China Garden Road (Assessor's Parcel Numbers 046-010-007-000 and 046-020-003-000). A map of the annexation area is included as Attachment 3 for reference. A Notice of Public Hearing was published in the Placer Herald on July 12, 2024.

The development of Vista Oaks is conditioned on, among other things, annexation into CFD No. 1. CFD No. 1 provides funding for the operation and maintenance of fire protection and suppression services and ambulance and paramedic services.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

Fiscal Impact:

There is no direct fiscal impact to the General Fund from the staff recommendation. Adoption of the attached resolutions will allow special taxes to be levied and collected for CFD No. 1 to pay for services provided to the annexation territory.

ATTACHMENTS:

1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 85),
AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

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 finds as follows:

1. The City Council on June 25, 2024, adopted Resolution No. 2024-153 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (Annexation No. 85) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for fire prevention and suppression services and ambulance and paramedic services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

6. Annexation Map No. 85 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation Map No. 85 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this City Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on August 13, 2024, in the regular meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on August 13, 2024 whether received by mail or by personal delivery.

Section 10. This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 85)
(Vista Oaks)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on August 13, 2024, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2024-153 of the City of Rocklin, adopted by its Council on June 25, 2024?	YES:_____
	NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 91
Property Owner: Wedding Randolph E & Celia A TR Et Al
C/O Guntert Ronald M Jr

Name: [Co-Tenant Owner Name]
Address: [Co-Tenant Owner Address]

By:_____
Print Name

_____
Signature

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
DECLARING RESULTS OF SPECIAL ANNEXATION
ELECTION, DETERMINING VALIDITY OF PRIOR
PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF SPECIAL TAX LIEN
PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 85)
(Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

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 as follows:

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (Annexation No. 85) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2024-153, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this City Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this City Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 85)
(Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (Annexation No. 85) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 85 Special Tax Annexation Election, August 13, 2024	91	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (Annexation No. 85) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2024-153 of the City of Rocklin, adopted by its Council on June 25, 2024?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 13th day of August, 2024.

CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

VISTA OAKS

ANNEXATION MAP NO. 85 OF COMMUNITY FACILITIES DISTRICT NO. 1

PORTION OF SECTION 30, T. 11N., R.7 E., MDB&M

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2024

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. _____ TO COMMUNITY FACILITIES DISTRICT NO. 1 , CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____2024, BY IT'S RESOLUTION NO. _____.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN THIS _____ DAY OF _____2024.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ _.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

_____ _____

RYAN RONCO DATE

COUNTY RECORDER OF PLACER COUNTY

_____

DEPUTY

FILE NO. _____ FEE_____

1" = 250'

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

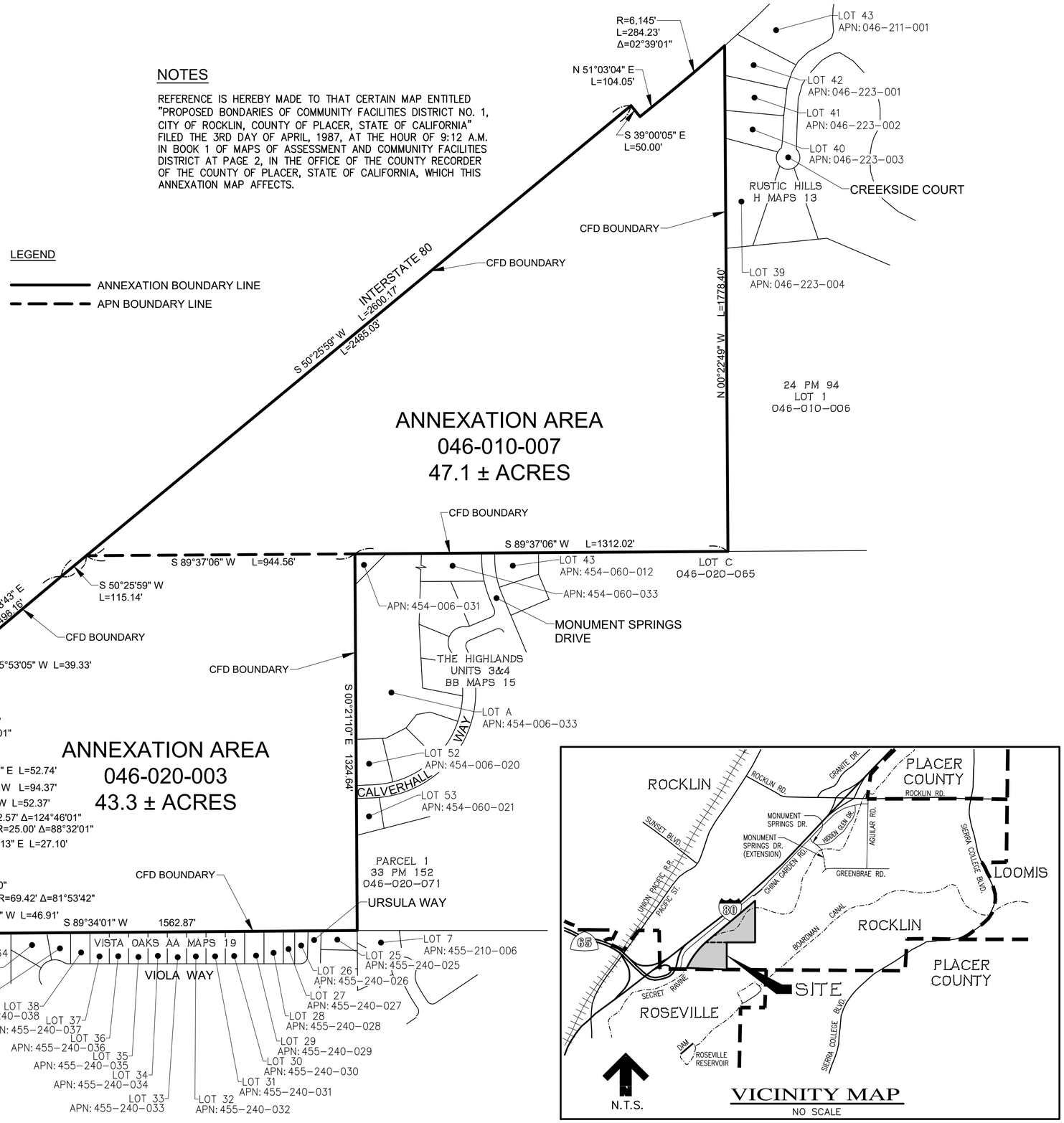
NOTES

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BONDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA" FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

LEGEND

ANNEXATION BOUNDARY LINE

APN BOUNDARY LINE



VICINITY MAP

NO SCALE

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Establishment of Vista Oaks Territory as a Future Annexation Area of Community Facilities District No. 5

Date: August 13, 2024

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

Department: Administrative Services - Finance

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

Adopt a Resolution of the City Council of the City of Rocklin Providing for the Establishment of Territory as a Future Annexation Area of Rocklin Community Facilities District No. 5 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

Background:
On June 25, 2024, the City Council adopted Resolution No. 2024-154, a Resolution of Intention to Establish Territory as a Future Annexation Area of Rocklin Community Facilities District (CFD) No. 5 regarding Vista Oaks, a planned residential development property located along the northern terminus of Monument Springs Drive and western terminus of China Garden Road (Assessor's Parcel Numbers 046-010-007-000 and 046-020-003-000). A Notice of Public Hearing was published in the Placer Herald on July 12, 2024.

The development of Vista Oaks is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 5. CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting.

For CFD No. 5, City staff calculates the tax on the annexed property based on the projected costs of maintaining services (authorized by the CFD) as a result of a project's improvement plans. Once the property is annexed into CFD No. 5, changing the tax rate assigned to the property is a lengthy process and requires further approval by the landowner(s).

Vista Oaks will be developed in three phases. As only Phase 3 is currently being developed, staff does not have enough information to determine the cost to the City of maintaining future services for the two remaining phases once they are developed. To ensure in the future that the City receives the funding needed to provide the services required once development within CFD No. 5 has taken place, it is necessary to establish the territory as a future annexation

area.

California Government Code Article 3.5 of Chapter 2.5 of Part 1 of Division 2 of Title 5, Annexation of Territory, provides for a resolution to identify property proposed for future annexation into an existing CFD with the condition that parcels within that territory may be annexed with unanimous approval of the owner or owners of each parcel or parcels at the time the parcel or those parcels are annexed. This will allow the project (and therefore all three phases) to be approved to be designated as a future annexation area.

The territory to be designated as a future annexation area is two parcels of approximately 91 acres. The proposed future annexation map is included as Attachment 2 for reference. The phase designated for immediate development of Vista Oaks (Phase 3) can be annexed into CFD No. 5 right away with unanimous approval of the owner, which meets the condition to development of the project. The two remaining undeveloped phases (Phases 1 & 2) will be placed for future development that will require the owner of those phases to annex into CFD No. 5 prior to approval of maps or improvement plans for development.

Staff recommends the City Council to approve the Resolution (Attachment 1) to establish the Vista Oaks territory as a future annexation area, which will allow for the territory to be annexed into CFD No. 5 as development occurs and the necessary services within the special district are able to be determined.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Establishment of the future annexation area, and subsequently future annexations into CFD No. 5, would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution
2. Annexation Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
PROVIDING FOR THE ESTABLISHMENT OF TERRITORY
AS A FUTURE ANNEXATION AREA
OF ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 5
(Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

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

WHEREAS, this City Council has conducted proceedings to establish Community Facilities District No. 5 (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, in order to provide for the possible future annexation of certain territory into the CFD (the “Future Annexation Area”) upon the approval of landowners, this City Council has heretofore adopted Resolution No. 2024-154, its “Resolution of Intention to Establish Territory as a Future Annexation Area of Rocklin Community Facilities District No. 5” (the “Resolution of Intention”), and held a public hearing on the matter of the establishment of territory as a Future Annexation Area of the CFD, as described in the Resolution of Intention; and

WHEREAS, at the public hearing all interested persons desiring to be heard on all matters pertaining to the establishment of a Future Annexation Area of the CFD were heard and a full and fair hearing was held.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Prior Proceedings. All prior proceedings taken by this City Council with respect to the CFD and the proposed establishment of a Future Annexation Area of the CFD have been duly considered and are hereby determined to be valid and in conformity with the Act.

2. Prior Resolution. The provisions of the Resolution of Intention previously adopted by this City Council for the CFD, are by this reference incorporated herein, as if fully set forth herein.

3. Territory Described. The boundaries of the Future Annexation Area which is being established as a Future Annexation Area of the CFD, as set forth in the Annexation Area Map No. 72 heretofore recorded in the Placer County Recorder’s Office on at Book 5 of Maps of Assessment and Community Facilities Districts at Page 8 as instrument No. 2024-0036022, are hereby approved, are incorporated herein by reference and shall be a Future Annexation Area of the CFD, as so designated in such map.

4. Annexation of Future Annexation Area into the CFD. In accordance with the Act, the Future Annexation Area has been validly established as a Future Annexation Area of the CFD pursuant to the Act.

Parcels within the Future Annexation Area shall be annexed into the CFD from time to time only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

The City Council hereby determines that any property for which the owner or owners execute a Unanimous Approval shall be added to the CFD, and the Clerk shall record an amendment to the notice of special tax lien for the CFD pursuant to Section 3117.5 of the Streets & Highways Code.

5. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

VISTA OAKS

PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA MAP NO. 72 OF COMMUNITY FACLITIES DISTRICT NO. 5

PORTION OF SECTION 30, T. 11N., R.7 E., MDB&M

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2024

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 5 , CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____2024, BY IT'S RESOLUTION NO. _____.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN THIS _____ DAY OF _____2024.

_____ _____

AVINTA SINGH DATE

CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT THE HOUR OF _____ _.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

_____ _____

RYAN RONCO DATE

COUNTY RECORDER OF PLACER COUNTY

_____

DEPUTY

FILE NO. _____ FEE_____

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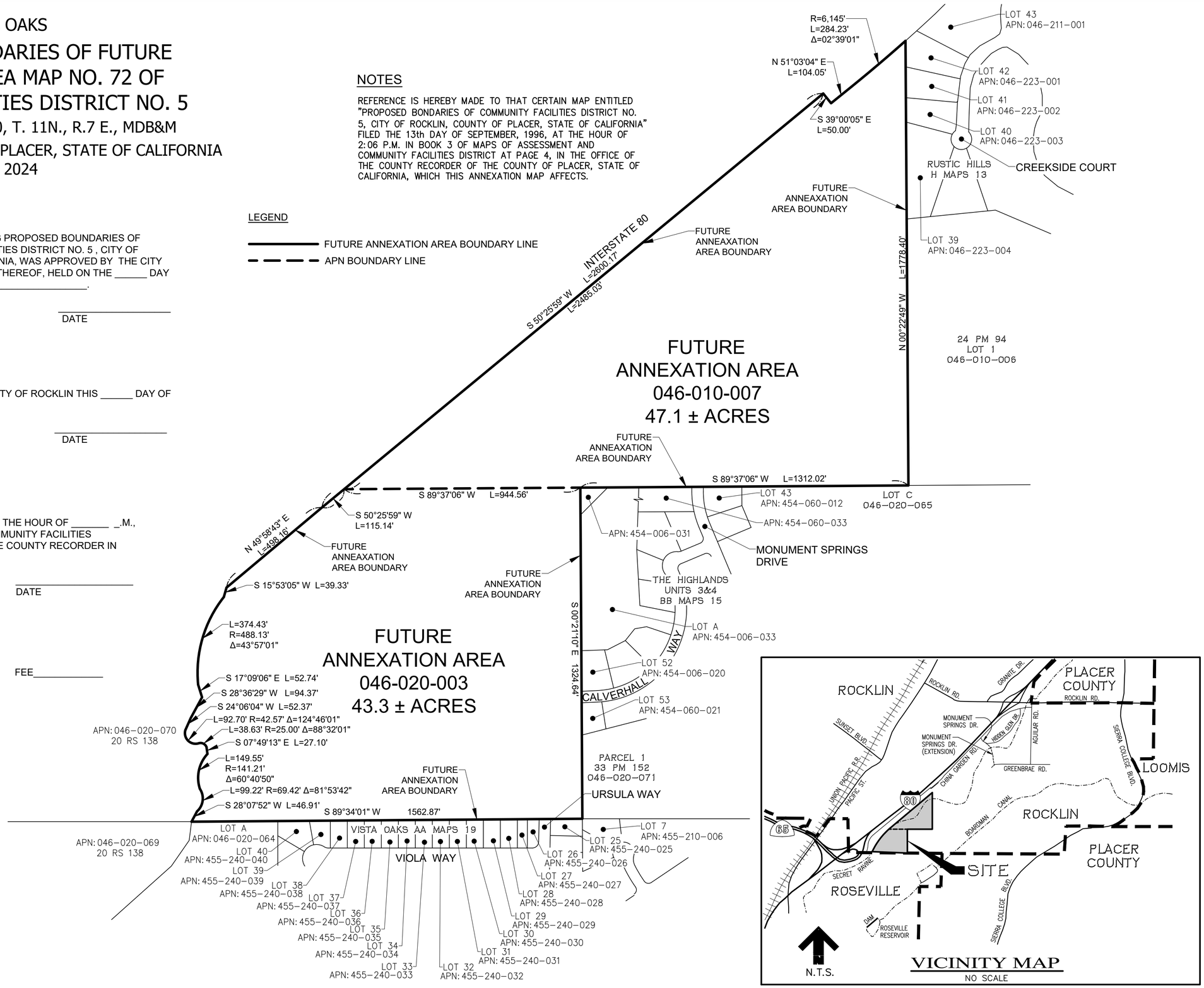
NOTES

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BONDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA" FILED THE 13th DAY OF SEPTEMBER, 1996, AT THE HOUR OF 2:06 P.M. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

LEGEND

FUTURE ANNEXATION AREA BOUNDARY LINE

APN BOUNDARY LINE



VICINITY MAP

NO SCALE