ROCKLIN CITY COUNCIL

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

October 8, 2024
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $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. Minutes of the September 24, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the September 24, 2024 Regular Meeting of the City Council.

C2. Proclamation Declaring October as Hindu Heritage Month and Recognizing the Festival of Diwali
Recommendation: Approve a Proclamation Declaring October as Hindu Heritage Month and Recognizing the Festival of Diwali, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Intention to Annex West Stanford Ranch Public Storage (APN 017-086-013-000) into Community Facilities District No. 1

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 90) and to Authorize the Levy of Special Taxes Therein (West Stanford Ranch Public Storage, APN 017-086-013-000).

C4. Rocklin Municipal Code Related to the Establishment of Service Fees (Second Reading of Ordinance)

Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Section 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

C5. Contracts to Purchase Fuel and Lubricant Products Pursuant to SACOG Cooperative Purchasing Agreements

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin to Authorize the Purchase of Goods and Services with Hunt & Sons, Inc., Under Sacramento Area Council of Governments Agreement #CT250003 (Lubricants).
B. Adopt a Resolution of the City Council of the City of Rocklin to Authorize the Purchase of Goods and Services with Hunt & Sons, Inc. Under Sacramento Area Council of Governments Agreement #CT250004 (Fuel).

C6. Bluffs Subdivision ADA Ramps

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision ADA Ramps to FBD Vanguard Construction, Inc., and Authorizing the City Manager to Execute an Agreement with FBD Vanguard Construction, Inc.

C7. Corporation Yard Releveling and Dry Rot Repair Change Order No. 1

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with Reliant Construction, Inc. for the Corporation Yard Portable Releveling and Dry Rot Repair Project.

C8. Maverik Landscape Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Landscape Maintenance Agreement and Authorizing the City Manager to Execute the Landscape Maintenance Agreement with Maverik, Inc.

C9. Astound Broadband Powered By Wave Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting and Authorizing the Agreement with Astound Broadband Powered by WAVE, for Intelligent Transportation System (ITS) Communication and Networking Services and Authorizing the City Manager to Execute an Agreement.

C10. Turn-Key Park Subdivision Improvement Agreement for Vista Oaks
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Subdivision Improvement Agreement for Turn-Key Park (Vista Oaks/ SD-2001-04A, TRE-2001-30A).

PRESENTATIONS

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

P1. Proclamation Declaring October as Hindu Heritage Month and Recognizing the Festival of Diwali

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: Minutes of the September 24, 2024 Regular Meeting of the City Council

Date: October 8, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the September 24, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of September 24, 2024

ROCKLIN CITY COUNCIL

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

September 24, 2024
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Janda called General Session to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

None.

CITIZENS ADDRESSING THE CITY COUNCIL

There were none.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Halldin reported attendance at the Hot Chili and Cool Cars event, thanking the Rocklin Chamber of Commerce, the business community, participants of Rocklin schools for making the festival a great one; participated in the Classic Car Cruise; attended the 100th anniversary celebration for Troop 29; attended the Kabaddi Cup held at Johnson-Springview

Park; participated virtually in a meeting of the Placer County Economic Development Board; and attended a meeting for the Western Placer Waste Management Authority noting new equipment was added for recycling and sorting of garbage.

Vice Mayor Gayaldo reported attendance at the Annual Forum on the Latino Community held at the Rocklin Event Center; served as chair for the Sacramento Area Council of Governments (SACOG) Race Equity Inclusion Working Group meeting; attended the Placer Mosquito and Vector Control District meeting noting door hangers had been distributed in Rocklin neighborhoods that had been treated for mosquitos; announced that Senior Chaplain Mike Boon had resigned from the Placer County Law Enforcement Chaplaincy, expressing gratitude for all that he done for the community; attended a SACOG Board of Directors meeting in Placerville; attended a benefit dinner organized by the Hindu American Foundation; participated in the Classic Car Cruise; attended the Hot Chili and Cool Cars event, noting it was a wonderful event that brought many people to the downtown area; attended Troop 29's 100th anniversary celebration; attended the groundbreaking event for the Bike Pump Track, emphasizing how this project was initiated by the public; shared Rock PAL's upcoming Cornhole Tournament on October 12 benefitting afterschool programs such as CrossFit Kids; stated that Rocklin Fire would have an Open House event; and shared the upcoming annual Quarry Bowl on October 4.

Councilmember Broadway reported attendance at the Patriot Day event, thanking the Rocklin Public Safety Foundation and its volunteers and City staff for organizing the event, and noting that a check was presented to U.S. Marine Corps Sergeant Nicole Gee's memorial foundation; participated in the Classic Car Cruise; attended the Hot Chili and Cool Cars event, thanking the Rocklin Chamber of Commerce, its volunteers and City staff; attended the 100th anniversary celebration for Troop 29; and attended the Kabaddi Cup event.

Councilmember Bass reported that, in addition to participating in many of the events noted by other councilmembers, he attended the Pioneer Community Energy Board meeting, stating expanding the board was being considered to include additional municipalities; and wished his wife a happy anniversary.

Mayor Janda reported that, in addition to participating in many of the events noted by other councilmembers, that he attended Patriot Day, which had a great turnout, noting it included cooperation by City staff and other regional public safety agencies, and sharing the event celebrated and honored police and fire personnel who support and save the community.

City Manager Zimmermann shared the following upcoming events: Concerts at Quarry Park Amphitheater featuring Three Dog Night on September 29 and Macy Gray on October 19; the annual Barktoberfest at Johnson-Springview Park on October 5, the Maker Faire at Sierra College on October 12; and Rocklin Fire Department's Open House on October 6 at Fire Station 23.

CONSENT CALENDAR

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

C1. Minutes of the September 10, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the September 10, 2024 Regular Meeting of the City Council.

C2. Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week
Action: Approved a Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Pulled for discussion.

C4. City Clerk Consulting Services - Contract Amendment
Action: Adopted Resolution 2024-219 of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with DRB Consulting Services, LLC and Authorizing the City Manager to Execute Amendment No. 1.

C5. Resolution in Support of Proposition 36
Action: Adopted Resolution 2024-220 of the City Council of the City of Rocklin Supporting Proposition 36 - the Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative.

C6. Monument Springs Drive Roadway and Bridge Improvements Project - Contract Amendment
Action: Adopted Resolution 2024-221 of the City Council of the City of Rocklin Approving the First Amendment to the Professional Services Contract with Dokken Engineering for Design Services for the Monument Springs Drive Roadway and Bridge Improvements Project and Authorizing the City Manager to Execute the Amendment.

C7. Four Star Building Maintenance Contract For Services
Action: Adopted Resolution 2024-222 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with Four Star Building Maintenance for Parks Restroom Cleaning, Security, and Dog Park Trashing Services.

Motion to approve Consent Calendar Item Nos. C1, C2, and C4 through C7 by Vice Mayor Gayaldo and seconded by Councilmember Broadway. Passed by the following vote:

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

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

Mr. Jerry Mitchell requested to pull Consent Item C3 for discussion.

C3. Proclamation Honoring Michael R. Lee for 40 Years of Public Service
Action: Approved a Proclamation of the City Council of the City of Rocklin Honoring Michael R. Lee for 40 Years of Public Service

PUBLIC COMMENT

Mr. Jerry Mitchell shared his appreciation to Michael R. Lee for his many years of service on the Board of Supervisors and on the Placer County Water Agency.

Motion to approve Consent Calendar Item No. C3 by Councilmember Broadway and seconded by Councilmember Halldin. Passed by the following vote:

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

PRESENTATIONS

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

P1. Proclamation Declaring October 6 - 12, 2024 as Fire Prevention Week

Mayor Janda read the proclamation and presented it to Deputy Fire Chief Ryan Brayton, and additional Rocklin Fire Department personnel.

Deputy Fire Chief Brayton received the proclamation and shared a message promoting fire safety with operational smoke detectors. He also invited residents to attend the Fire Department's annual Open House at Fire Station 23 on October 6.

PUBLIC HEARINGS

PH1. Rocklin Municipal Code Changes Related to the Establishment of Service Fees
Action: Conducted a Public Hearing and Considered the Following Action:

Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Sections 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

Mayor Janda opened the public hearing for Item PH1.

Budget Officer Zonousia Lee presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item PH1.

Motion to approve Public Hearing Item No. PH1 by Councilmember Broadway, seconded by Councilmember Bass. Passed by the following vote:

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

FUTURE AGENDA ITEMS

There were none.

PUBLIC COMMENT ON CLOSED SESSION

There were none.

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.

CS2. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: City Attorney

CS3. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Janda, Unrepresented Employee: City Attorney

Members of the City Council returned to the Council Chambers at 7:08 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

ADJOURNMENT

Mayor Janda adjourned the meeting at 7:08 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of September 24, 2024 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring October as Hindu Heritage Month and Recognizing the Festival of Diwali

Date: October 8, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring October as Hindu Heritage Month and Recognizing the Festival of Diwali, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Hindu Heritage Month Proclamation

Proclamation

Issued by City Council

Hindu Heritage Month - October 2024
Recognizing the Festival of Diwali

WHEREAS, *Hinduism is the third largest religion in the world with more than 1 billion followers worldwide including several million in the United States. The City of Rocklin is home to a vibrant Hindu community and the Hindu heritage, culture, traditions, and values have enriched our diverse city; and*

WHEREAS, *Hindu-Americans have made significant contributions across all fields including science, education, medicine, law, politics, business, culture, sports and more; and*

WHEREAS, *During the month of October 2024, the Hindu community across the state of California and across the nation will collectively celebrate Hindu Heritage, providing an opportunity to focus on Hindu culture and its diverse spiritual traditions rooted in India; and*

WHERAS, *Hindu Americans throughout Rocklin celebrate numerous holidays and festivals, such as Diwali, which in 2024 falls on Friday, November 1; and*

WHEREAS, *the US Congress has officially passed unanimous resolutions since 2007 recognizing the religious and historical significance of Diwali; and*

WHEREAS, *the City of Rocklin proudly expresses the deepest respect for Indian Americans and South Asian Americans throughout the world and here in the City of Rocklin.*

NOW, THEREFORE, BE IT RESOLVED *the Mayor and members of the City Council of the City of Rocklin do hereby recognize October as Hindu Heritage Month and the significance of Diwali, festival of Lights and Diwali's message of tolerance, compassion, and the victory of good over evil which resonates with American spirit.*

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex West Stanford Ranch Public Storage (APN 017-086-013-000) into Community Facilities District No. 1

Date: October 8, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 90) and to Authorize the Levy of Special Taxes Therein (West Stanford Ranch Public Storage, APN 017-086-013-000).

Background:
West Stanford Ranch Public Storage, Assessor's Parcel Number 017-086-013-000, is a commercial development property located along West Stanford Ranch Road, approximately 500 feet east of Sunset Boulevard. The annexation map is included as Attachment 2 for reference. The development of West Stanford Ranch Public Storage is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 1. CFD No. 1 finances the operation and maintenance of fire protection and suppression services and ambulance and paramedic services.

The landowner has submitted a petition and waiver letter for CFD No. 1 (Attachment 3), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on November 19, 2024.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Annexation into CFD No. 1 would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution
2. Annexation Map
3. Waiver of Notice Letter

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX
TERRITORY TO ROCKLIN COMMUNITY FACILITIES
DISTRICT NO. 1 (ANNEXATION NO. 90)
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(West Stanford Ranch Public Storage, APN 017-086-013-000)

The City Council of the City of Rocklin resolves as follows:

Section 1. The City Council finds that there exists in the City of Rocklin a district known as Rocklin Community Facilities District No. 1 (the "CFD") formed and established pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (Mello-Roos Community Facilities Act of 1982, Government Code section 53311 et seq. (the "Act")).

Section 2. The City Council further finds that the public convenience and necessity require that certain territory be added to the CFD.

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 90 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 90 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as West Stanford Ranch Public Storage.

Section 4. The public services authorized for the existing CFD are fire protection and suppression services and ambulance and paramedic services. The services to be provided in the territory proposed to be annexed to the CFD are fire protection and suppression services and ambulance and paramedic services as described in section 3 of Resolution No. 86-102 adopted by the Council on May 27, 1986 ("Resolution of Formation"). It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as ordinary ad valorem property taxes on each building within the territory proposed to be annexed to the CFD at the following rates:

a) Single family detached - $258.27
b) Condominium - $258.27
c) Multi-family with up to four units - $387.41
d) Multi-family with five or more units - $811.71
e) Commercial - $338.21
f) Light industrial - $405.86

Section 6. Beginning July 1, 2025 and each July 1 thereafter, the maximum annual tax rates assigned to each building category shall be increased to an amount equal to 103% of the amount in effect in the prior year.

Section 7. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on November 19, 2024, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 9. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

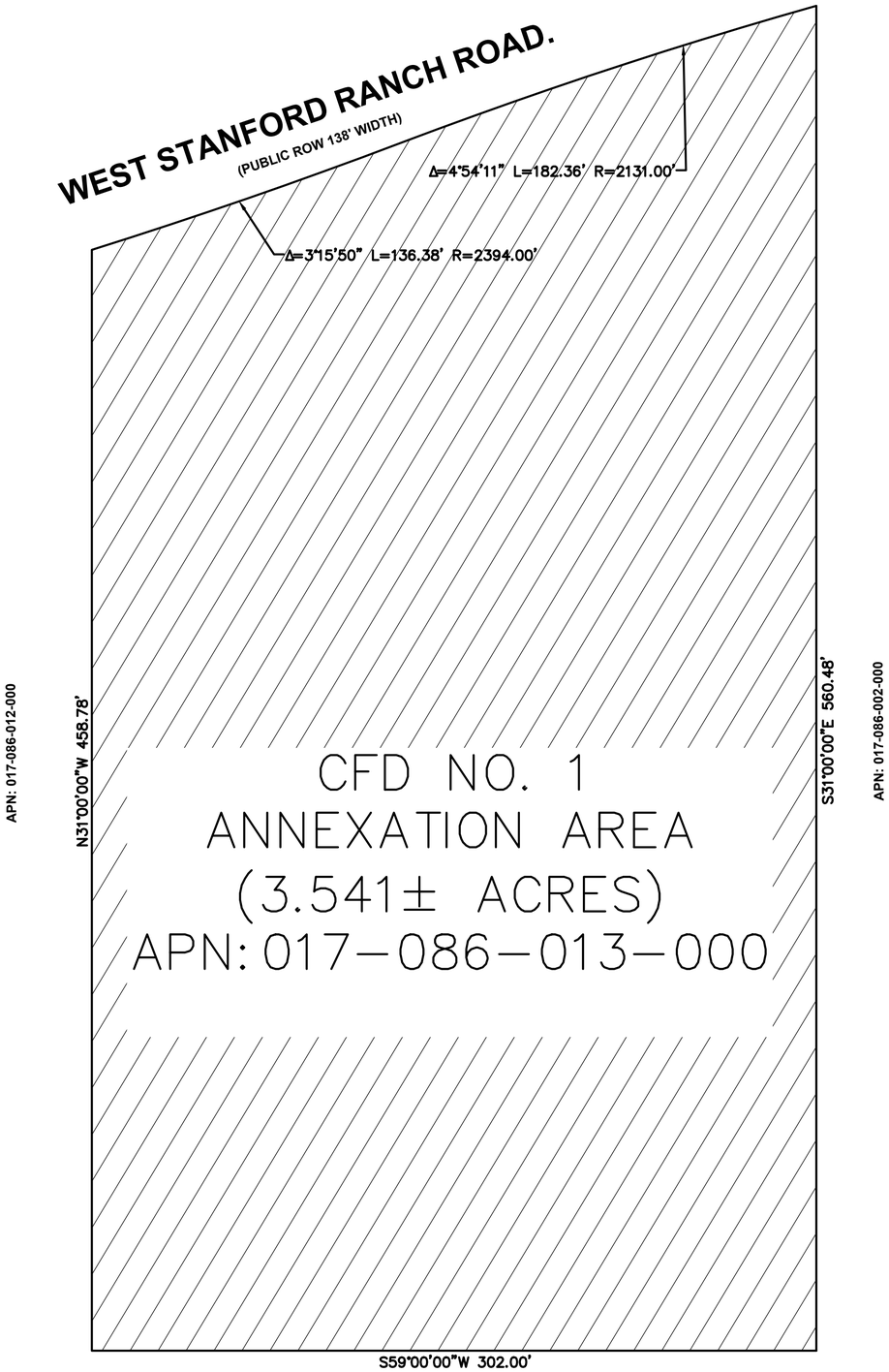
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

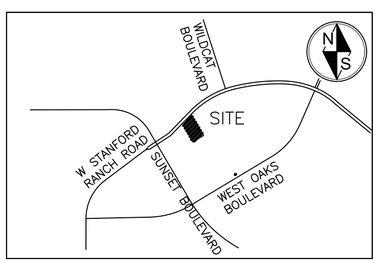
_____
Avinta Singh, City Clerk



LEGEND:

CFD BOUNDARY LINE





VICINITY MAP

WEST STANFORD RANCH PUBLIC STORAGE

ANNEXATION MAP NO. 90 OF COMMUNITY FACILITIES DISTRICT NO. 1

A PORTION OF LOTS A AND B, AS SHOWN ON THE PARCEL MAP OF "STANFORD RANCH PHASE IV - UNIT 2 PARCEL 56", FILED IN BOOK 35 OF PARCEL MAPS, AT PAGE 143 LYING IN THE SECTION 11, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M., CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2024

LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE, FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM

NOTES:
REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED " PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF 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.

CITY CLERK'S STATEMENT
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____ DAY OF _____20____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 90 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 REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT
FILED THIS _____ DAY OF _____, 20___, AT THE HOUR OF _____ O'CLOCK ____ 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
PLACER COUNTY RECORDER

BY:_____
DEPUTY

FILE NO. _____

FEE:_____

July 29, 2024

To: City Council
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

RE: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 1 (Annexation No. 90), West Stanford Ranch Public Storage

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 1 (Annexation No. 90)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of providing fire protection and suppression services and ambulance and paramedic services to the real property proposed to be annexed.

The undersigned hereby further requests that the annexation and levy of the special tax proceed as quickly as possible. Being that there are fewer than twelve registered voters residing in the area to be annexed to the CFD, and the undersigned being the only expected qualified elector for the annexation, the undersigned does hereby waive on its behalf the provisions of Government Code section 53326 requiring that the special election concerning the levy of a special tax imposed under the Act be held at least 90 days following the close of the protest hearing applicable to that special tax, and the undersigned does hereby consent to an election concerning the levy of such a special tax prior to expiration of the prescribed 90-day period.

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to be returned as quickly as possible to the City Clerk of the City, and the results of said election may be canvassed and reported to you as soon as possible.

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 1 and the levy of a special tax, and shall not be construed as applicable to any other or unrelated special election.

Submitted herewith is a check for $4,621.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this 29th day of July, 2024.

PS Northern California One, LLC,
a Delaware limited liability company
(as successor-in-interest to PS Northern California One, Inc.)

By _____ Vice Pres.
(authorized representative)

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel No. 017-086-013-000 and the property consists of a total of 3.54 acres.

The address of the above owner for purposes of receiving all notices and ballots is 701 Western Avenue, Glendale, CA 91201 (Attention: Real Estate Legal).

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 LOS ANGELES } *S.S.*

On July 29, 2024 before me, Leslie Farias, a Notary Public in and for said County and State, personally appeared, Sharon Linder, 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.

LESLIE FARIAS
Notary Public - California
Los Angeles County
Commission # 2448091
My Comm. Expires May 28, 2027

Signature: _____

(Notary Seal)

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Municipal Code Related to the Establishment of Service Fees (Second Reading of Ordinance)

Date: October 8, 2024

Submitted By: Zonousia Lee, Senior Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Section 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

Background:
On September 24, 2024, the City Council introduced, read by title only and waived the full reading of the following:

Ordinance Repealing and Replacing Section 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

The background materials for this item are outlined in the September 24, 2024 City Council Meeting Staff Report attached as Attachment 2.

Fiscal Impact:
There is no direct fiscal impact to the staff recommendation. Adoption of the ordinance does not introduce any modifications to the existing fees; they only seek to streamline the fee adoption process.

ATTACHMENTS:
1. Ordinance
2. Attachment 2 - September 24 Staff Report

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING SECTIONS 3.32.020, 3.32.030, AND 3.32.050 OF THE ROCKLIN MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF SERVICE FEES

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

Section 1. Purpose and Intent. Chapter 3.32 of the Rocklin Municipal Code (RMC), entitled "Service Fee Revenue/Cost Comparison System," contains provisions to establish "a policy of recovering the costs of providing services of a voluntary and limited nature from those utilizing those services" and among other things, contains a list of established service fees (RMC 3.32.050). A Schedule of Fees (listing the established service fees) for City services was adopted by the City Council by way of Resolution No. 2023-167, dated October 10, 2023. Instead of continuing to maintain the list of established fees within Rocklin Municipal Code section 3.32.050, the City intends to continue to maintain its Schedule of Fees by resolution, as authorized by Rocklin Municipal Code section 3.32.030(D) and applicable law. Accordingly, the City Council of the City of Rocklin seeks to repeal and replace sections 3.32.020 (Applicability), 3.32.030 (Service fee revenue/cost comparison system), and 3.32.050 (Service fees established) of the Rocklin Municipal Code to effectuate the relocation of the list of established service fees in section 3.32.050 and allow the adoption and amendment of future Resolutions as may be appropriate or necessary to establish, implement, amend, or supplement service fees without concurrent changes to the Schedule of Fees by ordinance to Rocklin Municipal Code Chapter 3.32.

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

Section 3. Repeal and Replace. Rocklin Municipal Code, Sections 3.32.020, 3.32.030 and 3.32.050 are hereby repealed and replaced to read as follows:

3.32.020 - Applicability.

A. To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.

B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:

1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
2. Traffic circulation surcharge—Chapter 3.16, Article II.
3. Fee for traffic signalization and control—Chapter 3.16, Article III.
4. Traffic impact fee—Chapter 3.16, Article IV.
5. Real property transfer tax—Chapter 3.20.
6. Sales and use tax—Chapter 3.24.
7. Business license tax—Chapter 5.04.
8. Transient occupancy tax—Chapter 5.24.
9. Community facilities district taxes.
10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
11. Park fees—Chapter 16.28, Article II; Chapter 17.71.
12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
13. Oak tree mitigation fee—Chapter 17.77.

3.32.030 - Service fee revenue/cost comparison system.

A. There is hereby established a service fee revenue/cost comparison system by which the amount of each service fee shall first be calculated at the cost reasonably borne to provide the service, and then set at a designated percentage of that cost, as determined by the city council. "Costs reasonably borne" shall be as defined in Section 3.32.040 below. The city council shall generally seek one hundred percent (100%) cost recovery for these services. However, the percentage of the cost to be recovered by the fee shall be in the sole discretion of the city council, provided that such percentage shall not exceed one hundred percent (100%) cost recovery.

B. The city council shall periodically review and may make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services.

C. Prior to levying, adopting, amending, or increasing any fee amount or service charge, the city council shall conduct a noticed public hearing in compliance with Government Code Sections 66016 through 66018. At the conclusion of the hearing and after consideration of all oral and documentary evidence received, the city council may adopt, by resolution, a service fee schedule (Schedule of Fees) setting fee amounts at a designated percentage of costs reasonably borne.

3.32.050 – Service fees established and effective date.

All new or increased fees and charges and their effective dates shall be established pursuant to this chapter by resolution of the city council.

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

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

Section 7. Publication. Within fifteen (15) days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on September 24, 2024, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on 8th of October, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 09.24.2024
Second Reading: 10.08.2024
Effective Date:

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Municipal Code Changes Related to the Establishment of Service Fees

Date: September 24, 2024

Submitted By: Zonousia Lee, Senior Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

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

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Sections 3.32.020, 3.32.030, and 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

Background:
Annually, staff conducts a comprehensive service fee study, in accordance with Rocklin Municipal Code (RMC) Chapter 3.32, to review, update, and introduce, or eliminate service fees. The objective of the fee study is to determine the actual costs to provide these services ir order to support the establishment of service fees that ensures the City will recover some or all of the costs incurred in providing specific services. Pursuant to state law, such fees for services cannot exceed the actual costs of providing such services.

Under RMC Chapter 3.32, service fees can be adopted by resolution through a public hearing. However, the current process requires both the adoption of a new or adjusted fees and an amendment to the Ordinance, as RMC Section 3.32.050 lists all fees. To streamline this process and enhance clarity, staff recommends updating the ordinance and revising other sections of RMC Chapter 3.32.

The key revisions to the Ordinance include:

- Section 3.32.020: Removed the references to Section 3.32.050.
- Section 3.32.030: Revised to state that the City Council will periodically review all services and associated fees provided by the various City departments. The City Council will make necessary adjustments to ensure the appropriate fees and charges are applied. Previously this section indicated that the City Manager would review and implement service fees.

- Section 3.32.050: The revised language clarifies that all new or increased fees and charges shall be established by resolution of the City Council and eliminates the list of fees.

The proposed changes are reflected in the redlined version attached as Attachment 2. A Notice of Public Hearing was published in the Placer Herald on September 6, 2024.

The proposed changes will not impact the existing service fees adopted by Resolution No. 2023-167 (Attachment 3), which will remain in effect until new fee adjustments are reviewed and approved by the City Council.

Staff will continue to periodically review service fees and related costs. Any required updates will be submitted to the City Council for approval through the public hearing process.

The proposed updates to the Rocklin Municipal Code will streamline the fee adoption process and clarify the roles and responsibilities of the City Council concerning the City's service fees. Staff recommends the City Council introduce the proposed ordinance.

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

The proposed changes do not introduce any modifications to the existing fees; they only seek to streamline the fee adoption process. The current fees established under Resolution No. 2023-167 will remain in effect until any future adjustments are introduced.

ATTACHMENTS:
1. Ordinance
2. Ordinance (with redline changes)
3. Resolution No. 2023-167 Amending Schedule of Fees for City Services

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING SECTIONS 3.32.020, 3.32.030, AND 3.32.050 OF THE ROCKLIN MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF SERVICE FEES

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

Section 1. Purpose and Intent. Chapter 3.32 of the Rocklin Municipal Code (RMC), entitled "Service Fee Revenue/Cost Comparison System," contains provisions to establish "a policy of recovering the costs of providing services of a voluntary and limited nature from those utilizing those services" and among other things, contains a list of established service fees (RMC 3.32.050). A Schedule of Fees (listing the established service fees) for City services was adopted by the City Council by way of Resolution No. 2023-167, dated October 10, 2023. Instead of continuing to maintain the list of established fees within Rocklin Municipal Code section 3.32.050, the City intends to continue to maintain its Schedule of Fees by resolution, as authorized by Rocklin Municipal Code section 3.32.030(D) and applicable law. Accordingly, the City Council of the City of Rocklin seeks to repeal and replace sections 3.32.020 (Applicability), 3.32.030 (Service fee revenue/cost comparison system), and 3.32.050 (Service fees established) of the Rocklin Municipal Code to effectuate the relocation of the list of established service fees in section 3.32.050 and allow the adoption and amendment of future Resolutions as may be appropriate or necessary to establish, implement, amend, or supplement service fees without concurrent changes to the Schedule of Fees by ordinance to Rocklin Municipal Code Chapter 3.32.

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

Section 3. Repeal and Replace. Rocklin Municipal Code, Sections 3.32.020, 3.32.030 and 3.32.050 are hereby repealed and replaced to read as follows:

3.32.020 - Applicability.

A. To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.

B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:

1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
2. Traffic circulation surcharge—Chapter 3.16, Article II.
3. Fee for traffic signalization and control—Chapter 3.16, Article III.
4. Traffic impact fee—Chapter 3.16, Article IV.
5. Real property transfer tax—Chapter 3.20.
6. Sales and use tax—Chapter 3.24.
7. Business license tax—Chapter 5.04.
8. Transient occupancy tax—Chapter 5.24.
9. Community facilities district taxes.
10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
11. Park fees—Chapter 16.28, Article II; Chapter 17.71.
12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
13. Oak tree mitigation fee—Chapter 17.77.

3.32.030 - Service fee revenue/cost comparison system.

A. There is hereby established a service fee revenue/cost comparison system by which the amount of each service fee shall first be calculated at the cost reasonably borne to provide the service, and then set at a designated percentage of that cost, as determined by the city council. "Costs reasonably borne" shall be as defined in Section 3.32.040 below. The city council shall generally seek one hundred percent (100%) cost recovery for these services. However, the percentage of the cost to be recovered by the fee shall be in the sole discretion of the city council, provided that such percentage shall not exceed one hundred percent (100%) cost recovery.

B. The city council shall periodically review and may make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services.

C. Prior to levying, adopting, amending, or increasing any fee amount or service charge, the city council shall conduct a noticed public hearing in compliance with Government Code Sections 66016 through 66018. At the conclusion of the hearing and after consideration of all oral and documentary evidence received, the city council may adopt, by resolution, a service fee schedule (Schedule of Fees) setting fee amounts at a designated percentage of costs reasonably borne.

3.32.050 – Service fees established and effective date.

All new or increased fees and charges and their effective dates shall be established pursuant to this chapter by resolution of the city council.

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

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

Section 7. Publication. Within fifteen (15) days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on September 24, 2024, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 09.24.2024
Second Reading:
Effective Date:

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING SECTIONS 3.32.020, 3.32.030, AND 3.32.050 OF THE ROCKLIN MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF SERVICE FEES

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

Section 1. Purpose and Intent. Chapter 3.32 of the Rocklin Municipal Code (RMC), entitled "Service Fee Revenue/Cost Comparison System," contains provisions to establish "a policy of recovering the costs of providing services of a voluntary and limited nature from those utilizing those services" and among other things, contains a list of established service fees (RMC 3.32.050). A Schedule of Fees (listing the established service fees) for City services was adopted by the City Council by way of Resolution No. 2023-167, dated October 10, 2023. Instead of continuing to maintain the list of established fees within Rocklin Municipal Code section 3.32.050, the City intends to continue to maintain its Schedule of Fees by resolution, as authorized by Rocklin Municipal Code section 3.32.030(D) and applicable law. Accordingly, the City Council of the City of Rocklin seeks to repeal and replace sections 3.32.020 (Applicability), 3.32.030 (Service fee revenue/cost comparison system), and 3.32.050 (Service fees established) of the Rocklin Municipal Code to effectuate the relocation of the list of established service fees in section 3.32.050 and allow the adoption and amendment of future Resolutions as may be appropriate or necessary to establish, implement, amend, or supplement service fees without concurrent changes to the Schedule of Fees by ordinance to Rocklin Municipal Code Chapter 3.32.

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

Section 3. Repeal and Replace. Rocklin Municipal Code, Sections 3.32.020, 3.32.030 and Section 3.32.050 are hereby repealed and replaced to read as follows:

3.32.020 - Applicability.

A. ~~This chapter applies only to fees for those services listed in Section 3.32.050 below.~~ To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.

B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:

1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
2. Traffic circulation surcharge—Chapter 3.16, Article II.
3. Fee for traffic signalization and control—Chapter 3.16, Article III.
4. Traffic impact fee—Chapter 3.16, Article IV.
5. Real property transfer tax—Chapter 3.20.
6. Sales and use tax—Chapter 3.24.
7. Business license tax—Chapter 5.04.
8. Transient occupancy tax—Chapter 5.24.
9. Community facilities district taxes.
10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
11. Park fees—Chapter 16.28, Article II; Chapter 17.71.
12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
13. Oak tree mitigation fee—Chapter 17.77.

3.32.030 - Service fee revenue/cost comparison system.

A. There is hereby established a service fee revenue/cost comparison system by which the amount of each service fee shall first be calculated at the cost reasonably borne to provide the service, and then set at a designated percentage of that cost, as determined by the city council. "Costs reasonably borne" shall be as defined in Section 3.32.040 below. The city council shall generally seek one hundred percent (100%) cost recovery for these services. However, ~~T~~the percentage of the cost to be recovered by the fee shall be in the sole discretion of the city council, provided that such percentage shall not exceed one hundred percent (100%) cost recovery.

~~B. The city manager shall implement this system by determining the costs reasonably borne for each city service fee, and providing to the city council the documentation necessary to enable the city council to set service fees at an amount sufficient to recover the designated percentage of costs reasonably borne.~~

~~C~~B. The city ~~manager~~council shall periodically review and may make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services.~~the amount of each service fee, and the cost reasonably borne of providing the service, at least annually, and report the results of the review, along with the supporting documentation, to the city council.~~

~~D~~C. Prior to levying, adopting, ~~or~~ amending, or increasing any fee amount or service charge, the city council shall conduct a noticed public hearing in compliance with Government Code Sections 66016 through 66018. At the conclusion of the hearing and after consideration of all oral and documentary evidence received, the city council may adopt, by resolution, a service fee schedule (Schedule of Fees) setting fee amounts at a designated percentage of costs reasonably borne.

3.32.050 – Service fees established and effective date.

All new or increased fees and charges and their effective dates shall be established pursuant to this chapter by resolution of the city council.

~~There are hereby established fees for the services listed below. The amount of each fee shall be established by resolution of the city council, based on a percentage of the costs reasonably borne in providing the service as determined by the council.~~

~~A. Legislative and Administrative Services~~

~~Annexation into existing CFD~~
~~Annexation into existing L&LMD~~
~~Appeals Fee – City Council~~
~~Appeals Fee – City Manager~~
~~Business license application~~
~~Creation of financing district – bonds~~
~~Creation of financing district – services~~
~~Document reproduction~~
~~Records research services~~
~~Returned check processing~~
~~Video/photo permit (small production)~~

~~B. Public Services~~

~~Damaged/lost barricade~~
~~Encroachment permit~~
~~Overwide/overweight transport permit~~
~~Residential street closure permit~~
~~Sidewalk repair~~
~~Spilled load cleanup~~
~~Street barricade service~~
~~Street trees - trimming & removal~~
~~Vegetation removal from private property~~

~~C. Public Safety: Police~~

~~ABC license review~~
~~Adult-related business appeal~~
~~Adult-related business permit~~
~~Adult-related business renewal~~
~~Animal catch & return to owner~~
~~Animal license/control~~
~~Bingo permit~~
~~Booking~~
~~Disturbance response callback~~
~~DUI involved emergency response~~

~~Explosive permit~~
~~Fingerprinting~~
~~Impounded vehicle release~~
~~Massage establishment permit~~
~~Massage establishment renewal~~
~~Parking enforcement~~
~~Patrol ride along~~
~~Police audio/video/photo reproduction~~
~~Police report reproduction~~
~~Potentially dangerous dog license~~
~~Private special event control~~
~~Records check clearance letter/criminal history~~
~~Repossessed vehicle receipt~~
~~Security plan check~~
~~Solicitor permit~~
~~Special traffic control~~
~~Subpoena Fee~~
~~Traffic/accident investigation report~~
~~Vehicle citation signoff~~
~~Vehicle Code enforcement~~

~~**D. Public Safety: Fire**~~

~~Fire Construction Permits~~
~~Compressed gas systems inspection~~
~~Electric gate inspection~~
~~Emergency vehicle access~~
~~Fire alarms~~
~~Fire alternate materials, methods & design review~~
~~Fire Code Board of Appeals~~
~~Fire construction expedited plan review~~
~~Fire pump system~~
~~Fire sprinkler systems~~
~~Fire stand pipe system~~
~~Hood and duct system~~
~~Off hours inspection~~
~~Project plan revision review~~
~~Radio amplification systems~~
~~Re-inspection~~
~~Smoke management systems~~
~~Special consultation services~~
~~Special suppression system~~
~~Spray booths~~

~~Fire Code Operational Permits & Inspections~~
~~Above ground tank~~
~~Aerosol products~~

~~Amusement building~~
~~Apartments/Hotels/Motels~~
~~Candles/open flames~~
~~Carnivals and Fairs~~
~~Commercial day care facility~~
~~Compressed gases~~
~~Covered mall buildings~~
~~Cryogens~~
~~Dry cleaning~~
~~Dust producing operations/storage~~
~~Exhibits and trade shows~~
~~Explosives or blasting agents~~
~~Flammable/combustible bulk plant/terminal~~
~~Flammable/combustible liquids~~
~~Garage repairs/motor vehicle fuel~~
~~General fire & life safety inspections~~
~~Hazardous materials~~
~~Hazardous production facilities~~
~~High pile storage~~
~~Hot work operations~~
~~Industrial ovens~~
~~Institutional~~
~~Large family day care (pre-inspection)~~
~~Liquid petroleum gas~~
~~Lumber yards~~
~~Miscellaneous combustible storage~~
~~Organic coating application~~
~~Other fire code permits~~
~~Other required inspections not specifically listed~~
~~Outdoor assembly event~~
~~Places of assembly~~
~~Refrigeration equipment~~
~~Residential care facilities~~
~~Spraying or dipping~~
~~Storage of lithium-ion and lithium metal batteries~~
~~Temporary membrane structures~~
~~Theatrical fire performance~~
~~Tire storage~~
~~Underground tank~~
~~Wood products~~

~~Fire Services and Inspections~~
~~Ambulance assistance~~
~~Emergency responses (spilled load, hazmat, DUI, etc.)~~
~~False alarm response~~
~~Fire board up contractor permit application~~

~~Fire board up use/evaluation~~
~~Fire flow hydrant test~~
~~Fireworks sales permits (booths)~~
~~First responder~~
~~First responder services waiver~~
~~Grazing permit~~
~~Lift assist – licensed care facility~~
~~Open space fuels management/WUI reduction compliance activity~~
~~Public display of fireworks~~
~~Special pyrotechnic effects/entertainment (not fireworks)~~
~~Weed abatement~~
~~Will serve letters/special requests~~

~~E. Community Development: Planning~~

~~Annexation/detachment processing~~
~~Applicant prepared CEQA document review~~
~~CEQA 15162 determination~~
~~CEQA initial study & info document~~
~~CEQA initial study & mitigated negative declaration~~
~~CEQA initial study & negative declaration~~
~~CEQA mitigation monitoring~~
~~CEQA notice of exemption~~
~~City Council appeal (from Planning Commission)~~
~~Combination application~~
~~Conditional use permit~~
~~Design review~~
~~Development agreement~~
~~Development agreement amendment~~
~~Entitlement processing – 4th submittal or more~~
~~General development plan~~
~~General plan amendment~~
~~Historical review~~
~~Home occupation permit~~
~~Lot line adjustment merger~~
~~Mobile pushcart permit~~
~~Modification of approved project~~
~~Oak tree preservation plan permit – stand alone~~
~~Planning Commission appeal~~
~~Preliminary application – SB 330 compliance~~
~~Sign permit~~
~~Special event~~
~~Specific plan use permit~~
~~Street name change~~
~~Substantial compliance review~~
~~Tentative parcel map~~
~~Tentative subdivision map~~

~~Time extension review~~
~~Variance review~~
~~Written zone verification/burn down letter~~
~~Zone change~~
~~Zoning/Subdivision Ordinance amendment~~
~~Zoning/Subdivision Ordinance interpretation~~

~~F. Community Development: Building~~

~~ADA compliance disclosure~~
~~Alternate methods & materials~~
~~Appeals Board construction advisory~~
~~At-risk submittal~~
~~Board of Appeals~~
~~Building inspection/permit~~
~~- Electrical permit~~
~~- Mechanical permit~~
~~- Plumbing permit~~
~~Building miscellaneous services~~
~~Building permit processing~~
~~Building permit reissuance~~
~~Building plan check~~
~~- Disabled access plan check~~
~~- Energy plan check (excludes production homes)~~
~~- Non-residential – electrical plan check~~
~~- Non-residential – mechanical plan check~~
~~- Non-residential – plumbing plan check~~
~~- Plan review post approval~~
~~- reduced master plans~~
~~- SFR master plans (production homes)~~
~~- Special consultant services~~
~~CalGreen building standards review~~
~~CASp inspection~~
~~CASp review~~
~~Certificate of occupancy~~
~~Code Enforcement action fee~~
~~Combo pool/spa permit~~
~~Construction and demolition debris recycling~~
~~Continuing education fee~~
~~Demolition abatement~~
~~Demolition permit~~
~~Electrical panel replacement~~
~~Electronic plan scanning~~
~~End processing~~
~~ESS permit~~
~~ESS permit with PV~~
~~EV charging station~~

~~Expired permit fee~~
~~Fire construction inspection (commercial)~~
~~Fire ESS plan check/inspection~~
~~Fire plan check~~
~~Fireplace insert~~
~~Foundation only permit~~
~~Ground mounted PV system - residential~~
~~Job card replacement~~
~~Landscape plan review~~
~~Large format copies~~
~~Life safety inspection~~
~~Manufactured structure setup~~
~~Massage business inspections/MCBO processing~~
~~Minimum building permit~~
~~Minimum sign permit/inspection~~
~~Off-hours inspections~~
~~Permit/Plan check extension request~~
~~Plan duplication~~
~~Planning division inspection (commercial)~~
~~Planning inspection/re-inspection~~
~~Pool permit~~
~~Pool remodel permit~~
~~Portable spa~~
~~Prefabricated patio cover fee~~
~~Preliminary project review~~
~~PV (photovoltaic) inspection~~
~~Records maintenance~~
~~Refund processing~~
~~Re-inspection~~
~~Reroof permit~~
~~Residential fire sprinkler~~
~~Retrofit window replacement fee~~
~~Spa permit~~
~~Special inspection and testing agency approval/renewal~~
~~Street address change~~
~~Temporary certificate of occupancy~~
~~Temporary certificate of occupancy renewal~~
~~Unpermitted work penalty~~
~~Use permit/occupancy permit change~~

~~G. Community Development: Engineering~~

~~Certificate of Compliance~~
~~Easement or Public Right of Way abandonment~~
~~Easement or Public Right of Way grant~~
~~Final map check~~
~~Flood Zone designation letter~~

~~Flood Zone development appeal~~
~~Flood Zone development permit~~
~~Flood Zone development variance~~
~~Improvement inspection~~
~~Improvement plan check~~
~~Improvement plan revision~~
~~Landscape/Irrigation inspection~~
~~Landscape/Irrigation plan check~~
~~Low-impact design review~~
~~Minor grading inspection~~
~~Minor grading plan check~~
~~Miscellaneous Engineering support~~
~~Reversion to acreage~~

~~**H. Community Development: Code Enforcement**~~
~~Abandoned shopping cart abatement~~
~~Noncommercial sign abatement fee~~
~~Reverse corner lot fencing variance permit~~
~~Short-term rental permit~~
~~Sidewalk vending permit~~

~~**I. Recreation Programs**~~
~~Recreation programs~~
~~Public facilities rentals~~

~~**J. Effective Date of Fees**~~
~~The effective date of any fee shall be established by resolution of the City Council~~

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

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

Section 7. Publication. Within fifteen (15) days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on September 24, 2024, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 09.24.2024
Second Reading:
Effective Date:

RESOLUTION NO. 2023-167

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
AMENDING THE SCHEDULE OF FEES
FOR CITY SERVICES
(ROCKLIN MUNICIPAL CODE CHAPTER 3.32)
AND REPEALING RESOLUTION NO. 2022-208

WHEREAS, through enactment of Rocklin Municipal Code Chapter 3.32, the City maintains a service fee cost comparison system for the purpose of recovering some or all of the costs reasonably borne of providing services of a voluntary and limited nature through fees for those services, so that general taxes are not diverted from general services of a broad nature and utilized instead to subsidize such services of limited benefit; and

WHEREAS, pursuant to Rocklin Municipal Code Chapter 3.32, the City Manager has reviewed the amount of each service, and has reported the results of the review, along with supporting documentation, to the City Council, in the form of the 2023 Fee Study, and has recommended that the amount of certain fees be amended to reflect changes in costs reasonably borne; and

WHEREAS, on September 26, 2023, a noticed public hearing was held and oral and written testimony was received and considered on the recommended amount of the service fees and supporting documentation in full compliance with Government Code 66016 through 66018; and

WHEREAS, it is the intention of the City Council to adopt a schedule of fees based on the City's budgeted and projected costs reasonably borne for the fiscal year beginning July 1, 2023.

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 adopts the fee schedules attached hereto which schedules establish the costs reasonably borne of each service specified, and the percentage of the cost the City Council determines to recover through service fees.

Section 2. The City Council of the City of Rocklin adopts Exhibit A, setting forth the fully burdened hourly costs of selected City personnel as specified. In cases where the fee structure does not accurately reflect a specific fee for the service, the City Council authorizes the department head to use an hourly rate or average hourly department rate as a basis to establish the amount of the fee.

Section 3. The new and increased fee amounts adopted by this resolution shall become effective January 1, 2024, and all fee amounts shall remain in effect until repealed or amended.

Section 4. Resolution No. 2022-208 is repealed effective January 1, 2024.

PASSED AND ADOPTED this 10th day of October, 2023, by the following vote:

AYES:	Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda
NOES:	None
ABSENT:	None
ABSTAIN:	None

Ken Broadway, Mayor

This is to certify that the foregoing is a true and correct copy of Resolution No 2023-167 as approved by the Rocklin City Council on October 10, 2023.

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Legislative and Administrative Services

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Annexation into existing CFD	$4,571.00	$4,621.00	$50.00	1%	$4,621.78	100%
Annexation into existing L&LMD	$4,571.00	$4,621.00	$50.00	1%	$4,621.78	100%
Appeals fee - City Council	$3,000.00	$3,000.00	$0.00	0%	$3,436.65	87%
Appeals fee - City Manager	$1,500.00	$1,500.00	$0.00	0%	$1,844.19	81%
Business license application	$21.00	$21.00	$0.00	0%	$21.08	100%
Creation of financing district - bonds	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Creation of financing district - services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Digital document reproduction	$33.00	$49.00	$16.00	48%	$70.15	70%
Document printing & copying (per page)	$0.10	$0.10	$0.00	0%	N/A	N/A
Records research services (per page)	$0.10	$0.10	$0.00	0%	N/A	N/A
Returned check processing (1st time)	$25.00	$25.00	$0.00	0%	$25.00	100%
Returned check processing (additional times)	$35.00	$35.00	$0.00	0%	$35.00	100%
Video/photo permit (small production)	$50.00	$75.00	$25.00	50%	$276.29	27%

New Fees None

Fees Removed None

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Services

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Damaged/lost barricade	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Encroachment permit: large/utilities	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Encroachment permit: res/comm (small)	$515.00	$445.00	-$70.00	-14%	$445.69	100%
Encroachment permit: residential	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Encroachment permit: residential pool - next to open space	$201.00	$154.00	-$47.00	-23%	$154.48	100%
Encroachment permit: residential pool - not next to open space	$69.00	$58.00	-$11.00	-16%	$58.84	99%
Overwide/overweight transport permit (1 time)*	$16.00	$16.00	$0.00	0%	$44.09	36%
Overwide/overweight transport permit (1 year)*	$90.00	$90.00	$0.00	0%	$134.47	67%
Residential street closure permit**	$0.00	$0.00	$0.00	0%	$141.79	0%
Sidewalk repair	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Spilled load cleanup	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Street barricade service	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Street trees - trimming & removal	$0.00	$0.00	$0.00	0%	Varies	0%
Vegetation removal from private property	Actual Cost	Actual Cost	N/A	N/A	Varies	100%

*Fees set by California Department of Transportation
** Deposit may be required

New Fees None

Fees Removed None

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Police)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
ABC license review	$123.00	$184.00	$61.00	50%	$690.25	27%
ABC license review (1 day)	$55.00	$71.00	$16.00	29%	$71.71	99%
Adult related business employee permit	$351.00	$352.00	$1.00	0%	$352.59	100%
Adult related business employee renewal	$175.00	$176.00	$1.00	1%	$176.29	100%
Adult related business operator permit	$351.00	$352.00	$1.00	0%	$352.59	100%
Adult related business operator renewal	$175.00	$176.00	$1.00	1%	$176.29	100%
Adult related business permit appeal	$1,365.00	$1,355.00	-$10.00	-1%	$1,355.16	100%
Adult related business permit review	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Animal catch & return to owner	$121.00	$121.00	$0.00	0%	$121.53	100%
Animal license/control - 1 Yr altered	$20.00	$20.00	$0.00	0%	$21.11	95%
Animal license/control - 2 Yrs altered	$30.00	$30.00	$0.00	0%	$41.87	72%
Animal license/control - 3 Yrs altered	$41.00	$41.00	$0.00	0%	$41.87	98%
Animal license/control - 1 Yr non-altered	$45.00	$45.00	$0.00	0%	$46.30	97%
Animal license/control - 2 Yrs non-altered	$60.00	$60.00	$0.00	0%	$67.06	89%
Animal license/control - 3 Yrs non-altered	$66.00	$66.00	$0.00	0%	$67.06	98%
Bingo permit	$142.00	$143.00	$1.00	1%	$143.42	100%
Booking	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Disturbance response callback - 1st Officer	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Disturbance response callback - +1 Officer	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
DUI involved emergency response	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Explosive permit	$92.00	$92.00	$0.00	0%	$92.47	99%
Fingerprinting	$20.00	$20.00	$0.00	0%	$20.76	96%
Impounded vehicle release	$220.00	$222.00	$2.00	1%	$222.15	100%
Massage establishment permit	$514.00	$771.00	$257.00	50%	$917.61	84%
Massage establishment renewal	$256.00	$384.00	$128.00	50%	$518.15	74%
Parking enforcement (Per Rocklin Municipal Code)	Varies	Varies	N/A	N/A	N/A	N/A
Patrol ride along	$0.00	$0.00	$0.00	0%	$62.18	0%
Potentially dangerous dog license	$293.00	$294.00	$1.00	0%	$294.58	100%
Private special event control	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Repossessed vehicle receipt	$20.00	$20.00	$0.00	0%	$20.76	96%
Security plan check	$91.00	$91.00	$0.00	0%	$91.90	99%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Police)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Solicitor permit	$41.00	$41.00	$0.00	0%	$41.52	99%
Special traffic control	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Subpoena - appearance (per Evidence Code 1563(b)(5))	$275.00	$275.00	$0.00	0%	Varies	N/A
Subpoena - documents (per Evidence Code 1563(b)(5))	$15.00	$15.00	$0.00	0%	Varies	N/A
Vehicle citation signoff - non-Rocklin issued or non-Rocklin resident	$40.00	$40.00	$0.00	0%	$54.45	73%
Vehicle citation signoff - Rocklin issued or Rocklin resident	$0.00	$0.00	$0.00	0%	$54.45	0%
Vehicle Code enforcement (per Rocklin Municipal Code)	Varies	Varies	N/A	N/A	N/A	N/A

New Fees

Police audio reproduction (per case/per request)	N/A	$23.00	N/A	N/A	$23.76	97%
Police photo(s) reproduction (per case/per request)	N/A	$21.00	N/A	N/A	$21.01	100%
Police report(s) reproduction (per page)	N/A	$0.10	N/A	N/A	N/A	N/A
Police video(s) reproduction (per case/per request)	N/A	$26.00	N/A	N/A	$26.50	98%
Records check clearance letter/criminal history	N/A	$20.00	N/A	N/A	$20.86	96%
Traffic/accident investigation report(s) reproduction (per page)	N/A	$0.10	N/A	N/A	N/A	N/A

Fees Removed

Accident investigation/report <50 pages	$0.00
Accident investigation/report 50-75 pages	$5.00
Accident investigation/report if 76+ pages (each)	$0.10
Police audio reproduction per CD if 5+ copies	$20.00
Police photo per page if 5+ pages (each)	$20.00
Police report reproduction 0-50 pages	$0.00
Police report reproduction 51-75 pages	$15.00
Police report reproduction 76+ pages (each)	$0.10
Police video reproduction <5 copies	$41.00
Police video reproduction 5+ copies (each)	$22.00
Records check clearance letter	$20.00
Review local criminal history	$20.00

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Fire Construction Permits						
Electric gate inspection	$475.00	$455.00	-$20.00	-4%	$455.51	100%
Emergency vehicle access	$584.00	$404.00	-$180.00	-31%	$404.38	100%
Fire alarm - fire sprinkler monitoring system	$507.00	$475.00	-$32.00	-6%	$475.82	100%
Fire alarm - high rise	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire alarm - new installation	$1,052.00	$984.00	-$68.00	-6%	$984.27	100%
Fire alarm - panel cellular communicator submittal	$260.00	$244.00	-$16.00	-6%	$244.49	100%
Fire alarm - panel change-out	$260.00	$244.00	-$16.00	-6%	$244.49	100%
Fire alarm - tenant improvement	$507.00	$475.00	-$32.00	-6%	$475.82	100%
Fire alternate materials, methods & design review	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire Code Board of Appeals	$2,580.00	$2,411.00	-$169.00	-7%	$2,411.15	100%
Fire construction expedited plan review	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire pump system	$1,289.00	$1,205.00	-$84.00	-7%	$1,205.61	100%
Fire sprinkler system-new installation <100 heads	$856.00	$801.00	-$55.00	-6%	$801.92	100%
Fire sprinkler system-new installation 100-199 heads	$1,289.00	$1,205.00	-$84.00	-7%	$1,205.61	100%
Fire sprinkler system-new installation 200+ heads	$2,207 plus $.50/device	$2,062 plus $.50/device	-$145.00	-7%	$2,062.35	100%
Fire sprinkler system-tenant improvement 1-10 heads	$257.00	$223.00	-$34.00	-13%	$223.83	100%
Fire sprinkler system-tenant improvement 1-50 heads	$682.00	$578.00	-$104.00	-15%	$578.09	100%
Fire sprinkler system-tenant improvement 51+ heads	$940 plus $.50/device	$879 plus $.50/device	-$61.00	-6%	$879.51	100%
Fire stand pipe system	$655.00	$614.00	-$41.00	-6%	$614.19	100%
Hood and duct system	$525.00	$492.00	-$33.00	-6%	$492.63	100%
Large fire alarm project (+50 devices)	$2,029 plus $.50/device	$1,896 plus $.50/device	-$133.00	-7%	$1,896.41	100%
Off hours inspections	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Project plan revision review (per hour)	$151.00	$142.00	-$9.00	-6%	$142.22	100%
Radio amplification systems	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Re-inspection fee	$127.00	$122.00	-$5.00	-4%	$122.93	99%
Smoke management systems	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Special consultation services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Special suppression system	$1,070.00	$1,001.00	-$69.00	-6%	$1,001.07	100%
Spray booths	$940.00	$879.00	-$61.00	-6%	$879.51	100%
Fire Code Operational Permits & Inspections						
Above ground tank	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - aerosol products	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - amusement building	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - apartments/hotels/motels						
a) 3 - 16 units	$290.00	$272.00	-$18.00	-6%	$272.09	100%
b) 17 - 32 units	$345.00	$323.00	-$22.00	-6%	$323.23	100%
c) 33 or more units	$427.00	$399.00	-$28.00	-7%	$399.93	100%
Annual operational permit - commercial day care facility						
a) 7 - 49 persons	$345.00	$323.00	-$22.00	-6%	$323.23	100%
b) 50 - 149 persons	$482.00	$451.00	-$31.00	-6%	$451.06	100%
c) 150 or more persons	$536.00	$502.00	-$34.00	-6%	$502.20	100%
Annual operational permit - compressed gases	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - covered mall buildings	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - cryogens	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - dry cleaning	$399.00	$374.00	-$25.00	-6%	$374.36	100%
Annual operational permit - dust producing operations/storage	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - exhibits and trade shows	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - explosives or blasting agents	$725.00	$682.00	-$43.00	-6%	$682.20	100%
Annual operational permit - flammable/combustible liquids	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - garage repairs/motor vehicle fuel	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - hazardous materials	$454.00	$425.00	-$29.00	-6%	$425.49	100%
Annual operational permit - hazardous production facilities	$509.00	$476.00	-$33.00	-6%	$476.63	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Annual operational permit - high pile storage	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - hot work operations	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - industrial ovens	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - institutional						
a) Less than 6 patients	$345.00	$323.00	-$22.00	-6%	$323.23	100%
b) 6 or more patients	$482.00	$451.00	-$31.00	-6%	$451.06	100%
c) Detention facilities	$536.00	$502.00	-$34.00	-6%	$502.20	100%
Annual operational permit - liquid petroleum gas	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - lumber yards	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - miscellaneous combustible storage	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - organic coating application	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - places of assembly						
a) Less than 300 occupant capacity	$345.00	$323.00	-$22.00	-6%	$323.23	100%
b) 300 - 999 occupant capacity	$482.00	$451.00	-$31.00	-6%	$451.06	100%
c) 1,000 or more occupant capacity	$536.00	$502.00	-$34.00	-6%	$502.20	100%
Annual operational permit - refrigeration equipment	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - spraying or dipping	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - tire storage	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Annual operational permit - wood products	$345.00	$323.00	-$22.00	-6%	$323.23	100%
General fire & life safety inspections	$235.00	$220.00	-$15.00	-6%	$220.96	100%
Large family day care						
- Pre-inspection (at hourly rate)	$127.00	$119.00	-$8.00	-6%	$119.07	100%
Operational permit - other fire code permits	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Other required inspections not specifically listed	$235.00	$220.00	-$15.00	-6%	$220.96	100%
Residential care facilities (RCFE)						
- 7 or more residents	$345.00	$323.00	-$22.00	-6%	$323.23	100%
- Pre-inspection (at hourly rate)	$127.00	$119.00	-$8.00	-6%	$119.07	100%
Temporary operational permit - candles/open flames	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Temporary operational permit - carnivals and Fairs	$345.00	$323.00	-$22.00	-6%	$323.23	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Temporary occupational permit - temporary membrane structures						
a) 401 - 1,499 SF	$262.00	$246.00	-$16.00	-6%	$246.52	100%
b) 1,500 - 2,999 SF	$345.00	$323.00	-$22.00	-6%	$323.23	100%
c) 3,000 - 5,999 SF	$427.00	$399.00	-$28.00	-7%	$399.93	100%
d) 6,000 or more SF	$509.00	$476.00	-$33.00	-6%	$476.63	100%
Temporary operational permit - theatrical fire performance	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Underground tank	$345.00	$323.00	-$22.00	-6%	$323.23	100%
Fire Services and Inspections						
Ambulance assistance	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Emergency response (spilled load, hazmat, DUI, etc.)	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
False alarm response (up to 2 per 12 months)	$0.00	$0.00	$0.00	N/A	Varies	N/A
False alarm response (each after 2 per 12 months)*	$260.00	$260.00	$0.00	0%	Varies	N/A
Fire board up contractor permit application	$179.00	$170.00	-$9.00	-5%	$170.17	100%
Fire board up use/evaluation	$553.00	$544.00	-$9.00	-2%	$544.30	100%
Fire flow hydrant test	$264.00	$272.00	$8.00	3%	$272.44	100%
Fireworks sales permits (booths)	$375.00	$375.00	$0.00	0%	$544.87	69%
First responder	$297.00	$297.00	$0.00	0%	$369.11	80%
Lift assist - licensed care facility	$223.00	$220.00	-$3.00	-1%	$220.90	100%
Public display of fireworks (3 hours)	$2,161.00	$2,029.00	-$132.00	-6%	$2,029.35	100%
- Additional standby time (per hour)	$451.00	$409.00	-$42.00	-9%	$409.79	100%
- Additional engine if needed	$1,249.00	$1,229.00	-$20.00	-2%	$1,229.37	100%
Special pyrotechnic effects/entertainment (not fireworks)	$396.00	$594.00	$198.00	50%	$749.53	79%
- Additional standby time (per hour)	$451.00	$409.00	-$42.00	-9%	$409.79	100%
- Engine company standby if needed	$1,279.00	$1,229.00	-$50.00	-4%	$1,229.37	100%
Vegetation management/grazing/nuisance abatement activities						
Annual grazing permit	$309.00	$289.00	N/A	N/A	$289.62	100%
Grazing permit						
0-1.99 acres	$172.00	$161.00	N/A	N/A	$161.79	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Public Safety (Fire)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
2-4.99 acres	$226.00	$212.00	N/A	N/A	$212.92	100%
5-9.99 acres	$254.00	$238.00	N/A	N/A	$238.49	100%
Open space fuels management/WUI reduction compliance activity	$280.00	$370.00	$90.00	32%	$370.39	100%
Weed abatement	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Will serve letters/special requests	Actual Cost	Actual Cost	N/A	N/A	Varies	100%

* Government agencies exempt from this fee

New Fees

Annual operational permit - flammable/combustible bulk plant/terminal	N/A	$955.00	N/A	N/A	$955.32	100%
Annual operational permit - storage of lithium-ion and lithium metal batteries	N/A	$477.00	N/A	N/A	$477.66	100%
Compressed gas systems	N/A	$655.00	N/A	N/A	$655.68	100%
Temporary operational permit - outdoor assembly event						
a) 1000-5000 persons	N/A	$544.00	N/A	N/A	$544.87	100%
b) Each additional 5000 persons	N/A	$59.00	N/A	N/A	$59.17	100%

Fees Removed

Combustible dust operations	$345.00
Combustible storage	$345.00
Compressed gas systems inspection - general	$700.00
Compressed gas systems inspection - hazardous material	$700.00
Compressed gas systems inspection - medical gas	$700.00
Hot food vendor-annual	$235.00
Knox box servicing	$289.00
Radioactive materials	$345.00
Residential Care Facilities (RCFE) - less than 7 residents	$345.00
Underground water systems	$491.00

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Planning)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Annexation/de-annexation processing	$17,949.00	$19,438.00	$1,489.00	8%	$19,438.68	100%
Applicant prepared CEQA document review (other than EIR)	50% of applicable CEQA Fee					
CEQA 15162 determination	$1,013.00	$1,114.00	$101.00	10%	$2,909.66	38%
CEQA initial study & info document (ND, MND, EIR) - $0 to $40,000	$48,738.00	$53,611.00	$4,873.00	10%	$58,750.28	91%
CEQA initial study & info document (ND, MND, EIR) - $40,001 to $80,000	$61,150.00	$67,265.00	$6,115.00	10%	$72,648.71	93%
CEQA initial study & info document (ND, MND, EIR) - $80,001 to $120,000	$71,518.00	$78,669.00	$7,151.00	10%	$83,471.47	94%
CEQA initial study & info document (ND, MND, EIR) - $120,001 to $160,000	$83,787.00	$92,165.00	$8,378.00	10%	$96,259.85	96%
CEQA initial study & info document (ND, MND, EIR) - $160,001 to $200,000	$95,963.00	$105,559.00	$9,596.00	10%	$110,628.11	95%
CEQA initial study & info document (ND, MND, EIR) - $200,001 to $240,000	$108,158.00	$118,973.00	$10,815.00	10%	$127,018.22	94%
CEQA initial study & info document (ND, MND, EIR) - $240,001 to $280,000	$120,407.00	$132,447.00	$12,040.00	10%	$140,934.54	94%
CEQA initial study & mitigated negative declaration	$7,325.00	$8,057.00	$732.00	10%	$8,618.25	93%
CEQA initial study & negative declaration	$6,635.00	$7,298.00	$663.00	10%	$7,738.09	94%
CEQA mitigation monitoring (minimum deposit)	$3,354.00	$3,689.00	$335.00	10%	$4,014.09	92%
CEQA notice of exemption	$442.00	$471.00	$29.00	7%	$471.23	100%
Combination applications	$19,022.00	$20,924.00	$1,902.00	10%	$24,900.17	84%
Conditional use permit - City Council review	$13,940.00	$15,334.00	$1,394.00	10%	$16,938.22	91%
Conditional use permit - existing building	$9,732.00	$10,705.00	$973.00	10%	$12,302.49	87%
Conditional use permit - minor	$6,480.00	$7,128.00	$648.00	10%	$8,523.51	84%
Conditional use permit - modification	$5,847.00	$6,431.00	$584.00	10%	$7,787.43	83%
Conditional use permit - new building	$11,916.00	$13,107.00	$1,191.00	10%	$15,015.22	87%
Design review - commercial	$13,792.00	$15,171.00	$1,379.00	10%	$18,333.44	83%
Design review - residential	$9,274.00	$10,201.00	$927.00	10%	$11,820.74	86%
Design review - signs	$4,205.00	$4,625.00	$420.00	10%	$5,009.97	92%
Development agreement	$18,541.00	$20,395.00	$1,854.00	10%	$22,978.97	89%

CITY OF ROCKLIN

2023/24 FEE STUDY

Cost Recovery Analysis - Community Development (Planning)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Development agreement amendment	$12,201.00	$13,252.00	$1,051.00	9%	$13,252.84	100%
Entitlement processing - 4th+ submittal	$2,854.00	$2,887.00	$33.00	1%	$2,887.59	100%
General development plan	$14,188.00	$15,606.00	$1,418.00	10%	$16,793.69	93%
General development plan - major modification	$13,792.00	$15,171.00	$1,379.00	10%	$16,442.91	92%
General development plan - modification	$13,009.00	$14,309.00	$1,300.00	10%	$15,725.97	91%
General plan amendment	$14,209.00	$15,629.00	$1,420.00	10%	$16,864.70	93%
Historical review	$1,640.00	$1,804.00	$164.00	10%	$1,822.95	99%
Home occupation permit - basic	$195.00	$214.00	$19.00	10%	$246.12	87%
Home occupation permit modification	$96.00	$106.00	$10.00	10%	$178.15	60%
Lot line adjustment / merger - 1st line	$2,387.00	$2,625.00	$238.00	10%	$2,861.92	92%
Lot line adjustment / merger - each additional line	$377.00	$565.00	$188.00	50%	$822.66	69%
Mobile pushcart permit	$1,368.00	$1,504.00	$136.00	10%	$1,600.36	94%
Mobile pushcart permit - renewal	$893.00	$902.00	$9.00	1%	$902.45	100%
Modification of approved project	$6,038.00	$6,641.00	$603.00	10%	$7,823.38	85%
Oak tree preservation plan permit - stand alone	$1,240.00	$1,364.00	$124.00	10%	$1,415.79	96%
Planning appeal to City Council	$4,257.00	$4,682.00	$425.00	10%	$8,359.35	56%
Planning Commission appeal	$4,902.00	$5,392.00	$490.00	10%	$7,760.53	69%
Preliminary application (SB 330)	$595.00	$892.00	$297.00	50%	$1,922.31	46%
Sign permit	$386.00	$424.00	$38.00	10%	$466.16	91%
Special event - administrative modification	$80.00	$88.00	$8.00	10%	$882.42	10%
Special event - administrative review	$790.00	$869.00	$79.00	10%	$1,913.46	45%
Special event - City Council review	$5,237.00	$5,760.00	$523.00	10%	$6,196.14	93%
Specific plan use permit	$2,566.00	$2,822.00	$256.00	10%	$2,915.18	97%
Street name change	$2,882.00	$3,170.00	$288.00	10%	$3,318.25	96%
Substantial compliance review	$2,067.00	$2,273.00	$206.00	10%	$2,523.53	90%
Tentative parcel map	$10,546.00	$11,600.00	$1,054.00	10%	$13,349.00	87%
Tentative subdivision map	$16,443.00	$18,087.00	$1,644.00	10%	$21,783.61	83%
Tentative subdivision map - modification	$13,632.00	$14,995.00	$1,363.00	10%	$17,264.21	87%
Time extension review	$5,376.00	$5,913.00	$537.00	10%	$6,313.79	94%
Variance review	$6,948.00	$7,642.00	$694.00	10%	$8,394.24	91%
Variance review - administrative review/minor deviation	$2,578.00	$2,835.00	$257.00	10%	$3,149.90	90%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Planning)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Written zone verification / burn down letter	$380.00	$418.00	$38.00	10%	$452.52	92%
Zone change	$13,573.00	$14,930.00	$1,357.00	10%	$16,350.41	91%
Zoning/Subdivision Ordinance amendment	$12,662.00	$13,928.00	$1,266.00	10%	$15,085.08	92%
Zoning/Subdivision Ordinance interpretation	$4,563.00	$5,019.00	$456.00	10%	$5,385.36	93%

New Fees

CEQA initial study & info document (ND, MND, EIR) - $0 to $5,000	N/A	$17,384.00	N/A	N/A	$17,384.26	100%
CEQA initial study & info document (ND, MND, EIR) - $5,001 to $10,000	N/A	$27,079.00	N/A	N/A	$27,079.30	100%
CEQA initial study & info document (ND, MND, EIR) - $10,001 to $20,000	N/A	$36,971.00	N/A	N/A	$36,971.20	100%
CEQA initial study & info document (ND, MND, EIR) - $20,001 to $30,000	N/A	$46,942.00	N/A	N/A	$46,942.10	100%

Fees Removed None

CITY OF ROCKLIN

2023/24 FEE STUDY

Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Alternate methods & materials	$695.00	$684.00	-$11.00	-2%	$684.47	100%
Appeals Board construction advisory	$843.00	$843.00	$0.00	0%	$840.17	100%
At-risk submittal	$596.00	$502.00	-$94.00	-16%	$502.30	100%
Board of Appeals	$843.00	$843.00	$0.00	0%	$840.17	100%
Building inspection/permit	Based on Building Permit Fee Table				Varies	100%
- Electrical permit-commercial 0-10,000 Sq. Ft.	$419.00	$412.00	-$7.00	-2%	$412.78	100%
- Electrical permit-commercial 10,001-20,000 Sq. Ft.	$524.00	$515.00	-$9.00	-2%	$515.97	100%
- Electrical permit-commercial 20,001-30,000 Sq. Ft.	$628.00	$619.00	-$9.00	-1%	$619.16	100%
- Electrical permit-commercial 30,001-40,000 Sq. Ft.	$733.00	$722.00	-$11.00	-2%	$722.36	100%
- Electrical permit-commercial 40,001-50,000 Sq. Ft.	$838.00	$825.00	-$13.00	-2%	$825.55	100%
- Electrical permit-commercial >50,000 Sq. Ft.	$943.00	$928.00	-$15.00	-2%	$928.75	100%
- Electrical permit-residential up to 2,500 Sq. Ft.	$366.00	$361.00	-$5.00	-1%	$361.18	100%
- Electrical permit-residential 2,501 to 5,000 Sq. Ft.	$419.00	$412.00	-$7.00	-2%	$412.78	100%
- Electrical permit-residential >5,000 Sq. Ft.	$471.00	$464.00	-$7.00	-1%	$464.37	100%
- Mechanical permit-commercial 0-10,000 Sq. Ft.	$419.00	$412.00	-$7.00	-2%	$412.78	100%
- Mechanical permit-commercial 10,001-20,000 Sq. Ft.	$524.00	$515.00	-$9.00	-2%	$515.97	100%
- Mechanical permit-commercial 20,001-30,000 Sq. Ft.	$628.00	$619.00	-$9.00	-1%	$619.16	100%
- Mechanical permit-commercial 30,001-40,000 Sq. Ft.	$733.00	$722.00	-$11.00	-2%	$722.36	100%
- Mechanical permit-commercial 40,001-50,000 Sq. Ft.	$838.00	$825.00	-$13.00	-2%	$825.55	100%
- Mechanical permit-commercial >50,000 Sq. Ft.	$943.00	$928.00	-$15.00	-2%	$928.75	100%
- Mechanical permit-residential up to 2,500 Sq. Ft.	$366.00	$361.00	-$5.00	-1%	$361.18	100%
- Mechanical permit-residential 2,501 to 5,000 Sq. Ft.	$419.00	$412.00	-$7.00	-2%	$412.78	100%
- Mechanical permit-residential >5,000 Sq. Ft.	$471.00	$464.00	-$7.00	-1%	$464.37	100%
- Plumbing permit-commercial 0-10,000 Sq. Ft.	$419.00	$412.00	-$7.00	-2%	$412.78	100%
- Plumbing permit-commercial 10,001-20,000 Sq. Ft.	$524.00	$515.00	-$9.00	-2%	$515.97	100%
- Plumbing permit-commercial 20,001-30,000 Sq. Ft.	$628.00	$619.00	-$9.00	-1%	$619.16	100%
- Plumbing permit-commercial 30,001-40,000 Sq. Ft.	$733.00	$722.00	-$11.00	-2%	$722.36	100%
- Plumbing permit-commercial 40,001-50,000 Sq. Ft.	$838.00	$825.00	-$13.00	-2%	$825.55	100%
- Plumbing permit-commercial >50,000 Sq. Ft.	$943.00	$928.00	-$15.00	-2%	$928.75	100%
- Plumbing permit-residential up to 2,500 Sq. Ft.	$366.00	$361.00	-$5.00	-1%	$361.18	100%
- Plumbing permit-residential 2,501 to 5,000 Sq. Ft.	$419.00	$412.00	-$7.00	-2%	$412.78	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
- Plumbing permit-residential >5,000 Sq. Ft.	$471.00	$464.00	-$7.00	-1%	$464.37	100%
Building miscellaneous services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Building permit processing	$134.00	$176.00	$42.00	31%	$176.36	100%
Building permit processing fee (large projects)	$203.00	$264.00	$61.00	30%	$264.53	100%
Building permit reissuance	$170.00	$189.00	$19.00	11%	$189.21	100%
Building plan check	75% of Building Permit Fee				Varies	100%
- Building plan check fee - reduced master plans	70% of Building Permit Fee				Varies	100%
- Disabled access plan check	7% of Building Permit Fee (Minimum $45)	7% of Building Permit Fee (Minimum $45)	N/A	N/A	Varies	100%
- Energy plan check (excludes production homes)	7% of Building Permit Fee (Minimum $45)	7% of Building Permit Fee (Minimum $45)	N/A	N/A	Varies	100%
- Non-residential - electrical plan check fee	50% of Electrical Fee				Varies	100%
- Non-residential - mechanical plan check fee	50% of Mechanical Fee				Varies	100%
- Non-residential - plumbing plan check fee	50% of Plumbing Fee				Varies	100%
- Plan review post approval	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
- SFR mastered plans (production homes)	$545.00	$537.00	-$8.00	-1%	$537.10	100%
- Special consultant services	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
CalGreen building standards review	8% of Building Permit Fee				Varies	100%
CASp inspection	$408.00	$541.00	$133.00	33%	$541.95	100%
CASp review	$582.00	$582.00	$0.00	0%	$583.26	100%
Certificate of occupancy	$337.00	$497.00	$160.00	47%	$497.44	100%
Code Enforcement action fee	$243.00	$239.00	-$4.00	-2%	$239.62	100%
Combo pool/spa permit - residential	$926.00	$933.00	$7.00	1%	$933.47	100%
Construction and demolition debris recycling	$97.00	$96.00	-$1.00	-1%	$96.09	100%
Continuing education fee	$1.50	$1.50	$0.00	0%	$1.50	100%
Demolition abatement	$393.00	$549.00	$156.00	40%	$549.58	100%
Demolition permit	$256.00	$263.00	$7.00	3%	$263.00	100%
Electrical panel replacement (>225 amperes)	$186.00	$193.00	$7.00	4%	$193.74	100%
Electrical panel replacement (up to 225 amperes)	$134.00	$142.00	$8.00	6%	$142.14	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Electronic plan scanning (per sheet)	$3.00	$3.00	$0.00	0%	$3.00	100%
End processing	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
ESS permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
ESS permit (residential)	$209.00	$206.00	-$3.00	-1%	$206.39	100%
ESS permit with PV - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
ESS permit with PV (residential)	$731.00	$765.00	$34.00	5%	$765.97	100%
EV charging station - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Expired permit fee	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Fire construction inspection (commercial)	5% of Building Inspection Fee	5% of Building Inspection Fee	N/A	N/A	Varies	N/A
Fireplace insert	$282.00	$291.00	$9.00	3%	$291.79	100%
Foundation only permit	Based on Building Permit Fee Table				Varies	100%
Ground mounted PV system - residential	$585.00	$599.00	$14.00	2%	$599.65	100%
Job card replacement	$32.00	$44.00	$12.00	38%	$44.09	100%
Landscape plan review	$445.00	$445.00	$0.00	0%	$445.14	100%
Large format copies (per sheet)	$33.00	$49.00	$16.00	48%	$63.36	77%
Life safety inspection (per hour/2 hour minimum)	$420.00	$510.00	$90.00	21%	$510.80	100%
Manufactured structure setup	$622.00	$774.00	$152.00	24%	$774.16	100%
Massage business inspections/MCBO processing	$255.00	$274.00	$19.00	7%	$274.52	100%
Minimum building permit (M/E/P)	$134.00	$142.00	$8.00	6%	$142.14	100%
Minimum building permit (not M/E/P)	$208.00	$206.00	-$2.00	-1%	$206.68	100%
Minimum sign permit inspection/permit	$134.00	$142.00	$8.00	6%	$142.14	100%
Off-hours inspections (per hour)	$314.00	$309.00	-$5.00	-2%	$309.58	100%
Permit/plan check extension request	$82.00	$86.00	$4.00	5%	$86.33	100%
Plan duplication	$418.00	$418.00	$0.00	0%	$418.56	100%
Planning division inspection (commercial)	5% of Building Inspection Fee	5% of Building Inspection Fee	N/A	N/A	Varies	N/A
Planning inspection/reinspection (hourly rate)	$140.00	$138.00	-$2.00	-1%	$138.78	99%
Pool permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Pool permit - residential	$832.00	$840.00	$8.00	1%	$840.56	100%
Pool remodel permit (residential)	$484.00	$498.00	$14.00	3%	$498.45	100%

CITY OF ROCKLIN
2023/24 FEE STUDY
Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Pool/spa combo permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Portable spa	$282.00	$291.00	$9.00	3%	$291.79	100%
Prefabricated patio cover fee	$260.00	$266.00	$6.00	2%	$266.55	100%
Preliminary project review	$0.00	$0.00	$0.00	0%	Varies	N/A
PV inspection - commercial (+250kw)	$2,400+ (2)	$2,400+ (2)	$0.00	0%	Varies	N/A
PV inspection - commercial (<50kw)	$1,000.00	$1,000.00	$0.00	0%	Varies	N/A
PV inspection - commercial (50kw - 250kw)	$1,000+ (1)	$1,000+ (1)	$0.00	0%	Varies	N/A
PV inspection - residential (15kw and up)	$450.00	$450.00	$0.00	0%	Varies	N/A
PV inspection - residential (up to 15kw)	$450.00	$450.00	$0.00	0%	Varies	N/A
Records maintenance (per permit)	$3.00	$3.00	$0.00	0%	$3.00	100%
Refund processing	$227.00	$237.00	$10.00	4%	$237.76	100%
Re-inspection	$172.00	$176.00	$4.00	2%	$176.84	100%
Reroof permit (residential)	$240.00	$250.00	$10.00	4%	$250.48	100%
Residential fire sprinkler	$401.00	$406.00	$5.00	1%	$406.10	100%
Retrofit window replacement fee (residential)	$240.00	$250.00	$10.00	4%	$250.48	100%
Spa permit - commercial/multi-family	Based on Building Permit Fee Table				Varies	100%
Spa permit - residential	$832.00	$840.00	$8.00	1%	$840.56	100%
Special inspection and testing agency approval/renewal	$183.00	$187.00	$4.00	2%	$187.82	100%
Street address change	$758.00	$743.00	-$15.00	-2%	$743.26	100%
Temporary certificate of occupancy	$774.00	$762.00	-$12.00	-2%	$762.61	100%
Temporary certificate of occupancy renewal	$469.00	$469.00	$0.00	0%	$467.64	100%
Unpermitted work penalty	Varies (3)	Varies (3)	N/A	N/A	Varies	N/A
Use permit/occupancy permit change	$593.00	$576.00	-$17.00	-3%	$576.49	100%

(1) Fee is $1,000 + $7/kW above 50kW

(2) Fee is $2,400 + $5/kW above 250kW

(3) Charged for the permit that was not obtained plus a penalty of 2X the fee amount

CITY OF ROCKLIN

2023/24 FEE STUDY

Cost Recovery Analysis - Community Development (Building)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
New Fees						
Fire ESS plan check/inspection (commercial/multi-family)	N/A	$389.00	N/A	N/A	$389.49	100%
Fire ESS plan check/inspection (residential)	N/A	$197.00	N/A	N/A	$197.49	100%
Fire plan check	N/A	8% of Building Permit Fee (Minimum $60)	N/A	N/A	Varies	100%

Fees Removed None

Building Valuation Table
Current (All New Construction)

Minimum Value	Maximum Value	Base Rate	Plus $$	For every
0.00	0.00	0.00	0.00	0.00
1.00	500.00	27.08	0.00	0.00
501.00	2,000.00	27.08	3.56	100.00
2,001.00	25,000.00	81.25	16.39	1,000.00
25,001.00	50,000.00	456.15	11.83	1,000.00
50,001.00	100,000.00	751.22	8.20	1,000.00
100,001.00	500,000.00	1,158.90	6.41	1,000.00
500,001.00	1,000,000.00	3,697.66	5.70	1,000.00
1,000,001.00	and up	6,417.45	3.56	1,000.00

Building Valuation Table
Recommended (All New Construction)

Minimum Value	Maximum Value	Base Rate	Plus $$	For every
0.00	0.00	0.00	0.00	0.00
1.00	500.00	28.08	0.00	0.00
501.00	2,000.00	28.08	3.69	100.00
2,001.00	25,000.00	84.23	16.99	1,000.00
25,001.00	50,000.00	472.90	12.27	1,000.00
50,001.00	100,000.00	778.80	8.50	1,000.00
100,001.00	500,000.00	1,201.45	6.65	1,000.00
500,001.00	1,000,000.00	3,833.41	5.91	1,000.00
1,000,001.00	and up	6,653.05	3.69	1,000.00

CITY OF ROCKLIN

2023/24 FEE STUDY

Cost Recovery Analysis - Community Development (Engineering)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Certificate of compliance	$1,349.00	$1,524.00	$175.00	13%	$1,524.23	100%
Easement or public right of way abandonment	$2,586.00	$2,766.00	$180.00	7%	$2,766.85	100%
Easement or public right of way grant	$2,671.44	$2,848.00	$176.56	7%	$2,848.43	100%
Final map check - commercial parcel	$7,206.00	$7,406.00	$200.00	3%	$7,406.13	100%
Final map check - residential parcel	$3,351.00	$3,531.00	$180.00	5%	$3,531.15	100%
Final map check - subdivision	$7,818.00	$8,053.00	$235.00	3%	$8,053.65	100%
Flood zone designation letter	$249.00	$373.00	$124.00	50%	$695.85	54%
Flood zone development appeal	$1,410.00	$1,769.00	$359.00	25%	$1,769.22	100%
Flood zone development permit	$1,214.00	$1,518.00	$304.00	25%	$1,518.61	100%
Flood zone development variance	$1,229.00	$1,588.00	$359.00	29%	$1,588.93	100%
Improvement inspection $0-$99,999	$0.0965	$0.0914	-$0.01	-5%	$0.0914	100%
Improvement inspection $100,000-$199,999	$0.0655	$0.0609	$0.00	-7%	$0.0609	100%
Improvement inspection $200,000-$399,999	$0.0469	$0.0437	$0.00	-7%	$0.0437	100%
Improvement inspection $400,000-$599,999	$0.0442	$0.0413	$0.00	-7%	$0.0413	100%
Improvement inspection $600,000-$799,999	$0.0405	$0.0382	$0.00	-6%	$0.0382	100%
Improvement inspection $800,000-$999,999	$0.0338	$0.0320	$0.00	-5%	$0.0320	100%
Improvement inspection $1,000,000-$2,999,999	$0.0317	$0.0296	$0.00	-7%	$0.0296	100%
Improvement inspection $3,000,000-$4,999,999	$0.0266	$0.0247	$0.00	-7%	$0.0247	100%
Improvement inspection $5,000,000-$6,999,999	$0.0232	$0.0215	$0.00	-7%	$0.0215	100%
Improvement inspection $7,000,000-$8,999,999	$0.0220	$0.0203	$0.00	-7%	$0.0203	100%
Improvement inspection $9,000,000+	$0.0184	$0.0170	$0.00	-7%	$0.0170	100%
Improvement plan check $0-$99,999	$0.1171	$0.1320	$0.01	13%	$0.1320	100%
Improvement plan check $100,000-$199,999	$0.0446	$0.0495	$0.00	11%	$0.0495	100%
Improvement plan check $200,000-$399,999	$0.0367	$0.0409	$0.00	11%	$0.0409	100%
Improvement plan check $400,000-$599,999	$0.0290	$0.0323	$0.00	11%	$0.0323	100%
Improvement plan check $600,000-$799,999	$0.0271	$0.0301	$0.00	11%	$0.0301	100%
Improvement plan check $800,000-$999,999	$0.0262	$0.0296	$0.00	13%	$0.0296	100%
Improvement plan check $1,000,000-$2,999,999	$0.0154	$0.0172	$0.00	11%	$0.0172	100%
Improvement plan check $3,000,000-$4,999,999	$0.0098	$0.0109	$0.00	11%	$0.0109	100%
Improvement plan check $5,000,000-$6,999,999	$0.0079	$0.0087	$0.00	11%	$0.0087	100%
Improvement plan check $7,000,000-$8,999,999	$0.0068	$0.0075	$0.00	11%	$0.0075	100%

CITY OF ROCKLIN

2023/24 FEE STUDY

Cost Recovery Analysis - Community Development (Engineering)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Improvement plan check $9,000,000+	$0.0057	$0.0063	$0.00	12%	$0.0063	100%
Improvement plan revision	$965.00	$1,006.00	$41.00	4%	$1,006.13	100%
Landscape/irrigation inspection	$1,423.00	$1,423.00	$0.00	0%	$1,476.54	96%
Landscape/irrigation plan check	$1,296.00	$1,296.00	$0.00	0%	$1,296.78	100%
Low-impact design review	$922.00	$887.00	-$35.00	-4%	$887.32	100%
Minor grading inspection	$888.00	$972.00	$84.00	9%	$972.26	100%
Minor grading plan check	$1,534.00	$1,741.00	$207.00	13%	$1,741.28	100%
Miscellaneous engineering support	Actual Cost	Actual Cost	N/A	N/A	Varies	100%
Reversion to acreage	$6,245.00	$6,434.00	$189.00	3%	$6,434.56	100%

Note: Improvement plan check & Improvement inspection fee is per $1.00 of project value

New Fees None

Fees Removed None

CITY OF ROCKLIN

2023/24 FEE STUDY

Cost Recovery Analysis - Community Development (Code Enforcement)

Service Description	Current Fee	Recommended Fee	$ Increase/ (Decrease)	% Increase/ (Decrease)	Full Cost	Cost Recovery %
Abandoned shopping cart abatement	$232.00	$228.00	-$4.00	-2%	$228.73	100%
Reverse corner lot fencing variance permit	$319.00	$314.00	-$5.00	-2%	$314.59	100%
Short term rental permit	$205.00	$202.00	-$3.00	-1%	$202.37	100%

New Fees

Noncommercial sign abatement fee	N/A	$25.00	N/A	N/A	$47.32	53%
Sidewalk vending permit	N/A	$306.00	N/A	N/A	$306.00	100%

Fees Removed None

CITY OF ROCKLIN
FEES
Parks and Recreation

Recreation Programs: The fees for Recreation Program areas shall be set by the City Manager or designee for each program at a level that is competititve with and responsive to market conditions. Nonresident program participants may be subject to additional nonresident fees as deemed appropriate by the City Manager or designee.

Public Facilities Rentals: The fees for rental of City Facilities shall be set by the City Manager or designee at a level that is competitive with and responsive to market conditions. Nonresident facility renters may be subject to additional nonresident fees as deemed appropriate by the City Manager or designee.

The fees for Recreation Program areas and rental of City facilities currently are set by the City Manager separately from the resolution establishing service fees.

EXHIBIT 1

CITY OF ROCKLIN SERVICE FEES
FULLY BURDENED HOURLY COSTS (1)
FOR CITY PERSONNEL

	PROPOSED FULLY BURDENED HOURLY RATE
ADMINISTRATIVE SERVICES	
Director of Administrative Services	$222.24
Deputy Director of Administrative Services	$173.61
Principal Management Analyst	$149.71
Accounting Supervisor	$135.63
Management Analyst	$132.32
Senior Accountant	$119.16
Payroll Administrator	$105.95
Accountant II	$102.75
Human Resources Technician II	$85.66
Accounting Technician II	$84.34
Payroll Technician I	$79.54
Departmental Administrative Specialist	$79.54
Senior Administrative Assistant	$68.59
COMMUNITY DEVELOPMENT	
Director of Community Development	$207.25
City Engineer	$183.18
Director of Long-Range Planning and Housing	$165.95
Chief Building Official	$165.95
Manager of Planning Services	$150.35
Senior Planner	$138.78
Principal Planner	$138.22
Code Enforcement Program Manager	$136.21
Associate Civil Engineer	$135.40
Assistant Civil Engineer	$111.13
Assistant Planner	$105.77
Building Inspector II	$103.19
Senior Construction Inspector	$103.19
Code Enforcement Officer	$93.49
Permit Center Supervisor	$91.21
Public Services Business Technician	$91.21
Building Inspector I	$88.98
Senior Departmental Administrative Specialist	$88.18
Planning/Building Technician II	$82.63
Planning/Building Technician I	$74.86
Code Enforcement Technician	$66.16

INFORMATION TECHNOLOGY

Information Technology Manager	$231.83
Principal Information Technology Analyst	$199.91
Senior Information Technology Analyst	$189.15
GIS Analyst II	$175.64
Information Technology Analyst	$175.64
Senior Information Technology Specialist	$159.12
Information Technology Specialist	$144.16

LEGISLATIVE

City Manager	$320.81
City Attorney	$279.41
Assistant City Manager	$242.48
Assistant City Attorney	$180.30
City Clerk	$140.30
Management Analyst	$137.41
Associate Management Analyst	$107.35
Deputy City Clerk	$88.96
Departmental Administrative Specialist	$82.61
Website Technician	$68.55

PARKS AND RECREATION

Director of Parks And Recreation	$336.23
Parks and Recreation Manager	$232.16
Administrative Analyst	$199.00
Recreation Supervisor	$163.33
Landscape Inspector	$144.36
Senior Departmental Administrative Specialist	$143.05
Recreation Coordinator	$134.05
Landscape Services Trades Worker	$130.78
Senior Building Maintenance Worker	$130.78
Irrigation Maintenance Technician	$124.48
Landscape Services Worker	$115.59
Senior Office Assistant	$110.02
Office Assistant II	$99.68
Special Events Production Coordinator	$91.17
Park Services Aide	$52.41

PUBLIC SAFETY

Police

Police Chief	$252.49
Police Captain	$223.16
Police Lieutenant	$203.80
Police Sergeant	$165.70
Manager of Police Records and Communications	$136.19
Police Officer	$134.78
Administrative Analyst	$122.65
Public Safety Dispatch Supervisor	$116.46
Crime Analyst	$112.87

Community Service Officer	$100.78
Police Records Supervisor	$100.78
Public Safety Dispatcher II	$100.78
Executive Assistant	$97.32
Evidence/Property Technician	$94.00
Public Safety Dispatcher I	$87.19
Police Records Clerk	$83.03
Police Clerk	$50.97
Fire	
Fire Chief	$257.16
Deputy Fire Chief	$205.91
Fire Battalion Chief	$187.07
Fire Captain	$153.92
Fire Engineer	$134.65
Administrative Analyst	$124.92
Fire Prevention Plans Examiner	$121.56
Firefighter	$121.22
Fire Inspector II	$102.27
Executive Assistant	$96.46
Fire Inspector I	$88.19
Senior Office Assistant	$67.21

PUBLIC SERVICES

Director of Public Services	$326.31
Public Services Manager	$214.45
Facilities Operations Superintendent	$183.82
Administrative Analyst	$183.82
Traffic Maintenance Supervisor	$174.96
Street Maintenance Supervisor	$158.51
Landscape Services Supervisor	$158.51
Fleet Services Supervisor	$158.51
Senior Traffic Control and Lighting Technician	$154.64
Environmental Services Specialist	$147.19
Public Works Inspector II	$147.19
Senior Building Trades Worker	$147.19
Traffic Control and Lighting Technician	$143.60
Building Maintenance Supervisor	$143.60
Building Trades Worker	$140.10
Senior Equipment Mechanic	$140.10
Public Services Business Technician	$136.68
Senior Irrigation Maintenance Technician	$133.35
Environmental Services Technician	$130.10
Equipment Mechanic II	$126.92
Landscape Services Trades Worker	$120.81
Senior Street Maintenance Worker	$117.86
Building Maintenance Worker	$114.99
Irrigation Maintenance Technician	$114.99
Landscape Services Worker	$106.78
Street Maintenance Worker II	$106.78

Street Maintenance Worker I	$101.63
Office Assistant II	$92.07

(1) - Fully Burdened Hourly Rate includes median salary for the position, department average benefits, direct and indirect department overhead.

Example: Police Officer

1) Midpoint of Salary range is $106,820.

2) Cost of benefits is added as a % of salary $ (60% for Police)

$106,820 * 1.60 = $170,912/year

3) This is divided by available work hours (1703) for base hourly rate

$170,912/1703 = $100.36

4) Two types of overhead are added to this number

- Department overhead are non-compensation expenses as a % of compensation expense (19.9% for Police Department)
- Indirect overhead is a share of support department expense (12.0% for all departments)

$100.36 * 1.199 * 1.12 = $134.78 Fully Burdened Hourly Rate

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Contracts to Purchase Fuel and Lubricant Products Pursuant to SACOG Cooperative Purchasing Agreements

Date: October 8, 2024

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin to Authorize the Purchase of Goods and Services with Hunt & Sons, Inc., Under Sacramento Area Council of Governments Agreement #CT250003 (Lubricants).
B. Adopt a Resolution of the City Council of the City of Rocklin to Authorize the Purchase of Goods and Services with Hunt & Sons, Inc. Under Sacramento Area Council of Governments Agreement #CT250004 (Fuel).

Background:

Resolution No. 2024-151 was adopted by the City Council on June 25, 2024, authorizing the purchase of goods and services through cooperative purchase agreements consistent with Rocklin Municipal Code sections 3.04.090 (C) and (D). Included was the cooperative purchase agreement with Hunt & Sons, Inc. for both fuel and lubricant products for a total amount not to exceed $425,000 through the Sacramento Area Council of Governments (SACOG) Agreement #1920029.

Agreement #1920029 expired on September 1, 2024, and two new SACOG contracts, one for Lubricants - #CT250003 (Attachment 3) and one for Fuel - #CT250004 (Attachment 4), were awarded effective August 16, 2024, through August 31, 2027. With a combined total not to exceed amount of $425,000, staff estimates that $410,000 of that amount is for fuel purchases and the remaining $15,000 for lubricants.

Staff recommends approving purchases up to $425,000 total under these new agreements in the amounts noted above.

Fiscal Impact:

There is no additional fiscal impact to the staff recommendation. The costs of these contracts are included in the Fiscal Year (FY) 2024/25 Operating Budget.

ATTACHMENTS:

1. Resolution A
2. Resolution A Exhibit A - SACOG - CT250003 Agreement - Lubricants
3. Resolution B
4. Resolution B Exhibit A - SACOG - CT250004 Agreement - Fuel

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO AUTHORIZE THE PURCHASE OF GOODS AND SERVICES WITH HUNT & SONS, INC., UNDER SACRAMENTO AREA COUNCIL OF GOVERNMENTS AGREEMENT #CT250003 (Lubricants)

WHEREAS, on June 25, 2024, the City Council adopted Resolution No. 2024-151, authorizing the purchase of various goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the Resolution authorized the use of Sacramento Area Council of Governments (SACOG) Agreement #1920029, to purchase both lubricants and fuel from Hunt & Sons, Inc. for a combined not to exceed amount of $425,000; and

WHEREAS, the SACOG Agreement #1920029 expired on September 1, 2024 and was replaced effective August 16, 2024, with two contracts one for lubricants and one for fuel; and

WHEREAS, the not to exceed amount for each agreement must be determined while staying with the previously approved not to exceed amount of $425,000; and

WHEREAS, in reviewing the various costs it was determined that the not to exceed amount for Lubricants is $15,000; and

WHEREAS, there is no fiscal impact as funds were included in the FY 2024/25 budget for these goods.

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

Section 1. The City Council approves and authorizes the City Manager to utilize this cooperative purchase agreement to purchase goods and services with Hunt & Sons, Inc. through Sacramento Area Council of Governments, Agreement and #CT250003 (Lubricants) with a not to exceed amount of $15,000.

Section 2. The City Council hereby approves and authorizes the City Manager to execute this agreement with Hunt & Sons, Inc. in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

JOINT LUBRICANT PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY

This FUEL PROCUREMENT AGREEMENT ("Agreement"), is made and entered into on September 24, 2024 by and between the City of Rocklin, a Municipal Corporation (hereinafter "Participating Agency"), and **HUNT & SONS, INC.**, a California corporation (hereinafter "Contractor or "Consultant").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with the Contractor, dated August 16, 2024, to provide various forms of lubricant and propane products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase lubricant and propane products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay the Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements.

   a. Contractor shall obtain and maintain the insurance required under section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as additional insured thereunder.

5. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the

U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

6. Project Manager:

The Participating Agency's project manager for this Agreement is **Matt McClure** unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Matt McClure, Public Works Manager
City of Rocklin
4081 Alvis Ct.
Rocklin, CA 95677
Telephone: 916-625-5500
Email: matt.mcclure@rocklin.ca.us

Contractor's project manager for this Agreement is **Josh Hunt.** No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Josh Hunt, CEO
Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829
Telephone: (916) 383-4868
Email: jhunt@huntnsons.com

(*Signature Page to Follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

City of Rocklin:

Aly Zimmermann
City Manager

HUNT & SONS, INC.

JOSHUA HUNT
Chief Executive Officer

Contract #: CT250003
Funding Source: Local Agencies
Project Code: SAC135

SACRAMENTO AREA COUNCIL OF GOVERNMENTS
JOINT PURCHASING AGREEMENT

For
Lubricants

THIS AGREEMENT, is made and entered into on August 16, 2024, at Sacramento, California, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS,** a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and **HUNT & SONS, INC.**, a California corporation, (hereinafter "Contractor" or "Consultant").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and

2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon receipt of a notice to proceed from SACOG and in accordance with the Scope of Work, attached hereto as Exhibit A and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **August 31, 2027**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. SACOG in its sole discretion may elect to extend this Agreement for up to two (2) additional years upon written notice to Contractor.

2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A** - Scope of Work. In the event of any inconsistency between Exhibit A and other terms and conditions of this Agreement, Exhibit A shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director or designee. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that

are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The Participating Agencies (defined in Exhibit A) shall pay for all lubricants as set forth in the fee schedule in Exhibit A. In no instance shall SACOG be liable for any payments to Contractor or Participating Agencies.

6. Invoicing, Costs and Payment:

a. Contractor shall submit monthly invoices in arrears to Participating Agencies (defined in Exhibit A) no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by Participating Agency of any circumstances or data identified by Participating Agency in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and

every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) Participating Agency shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to Participating Agency for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then Participating Agency shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to the Participating Agency. SACOG shall not be responsible for any payments to Contractor.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor and shall adhere to all applicable state procurement requirements for procuring subcontractor services.

a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or subcontract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG

that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG and Participating Agencies, their directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or Participating Agencies in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; $1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form CA 0001 covering Automobile Liability, code 8 (hired autos) and code 9 (non-owned autos).	Bodily Injury/Property Damage $1,000,000 each accident.

(3)	General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4)	Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	Limit of no less than $2,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SACOG 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 SACOG.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of $5,000 must be declared to and approved by SACOG.

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

(1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.

(2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.

(3) 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 required by this Agreement shall be endorsed to state that SACOG will be notified by certified mail, return receipt requested, if coverage has been or will be suspended, voided, canceled by either party, reduced in coverage or in limits.

(5) Contractor hereby grants to SACOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against SACOG 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 SACOG has received a waiver of subrogation endorsement from the insurer.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.

d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:

(1) Written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

e. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager: SACOG's Project Manager for this Agreement is **Katie Brunetti**, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be emailed or mailed by first-class mail to the SACOG Project Manager as follows:

Katie Brunetti, **Senior Management Analyst**
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 340-6229
Email: kbrunetti@sacog.org

Contractor's Project Manager for this Agreement is **Joshua Hunt**. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be emailed or mailed by first-class mail as follows.

Joshua Hunt, Chief Executive Officer
Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829-9349
Telephone: (916) 383-4868
Email: jhunt@huntnsons.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of

1990 (42 U.S.C. § 12101, *et seq*.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq*., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.

b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable

Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq*.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq*.) 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:

(1) The dangers of drug abuse in the workplace;

(2) The person's or the organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:

(1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq*.) and its implementing regulations (2 California Code of Regulations § 18110, *et seq*.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit B**.

d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For

breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as

otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as **Exhibit C,** in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.

b. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

38. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SACOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

Katie Brunetti

KATIE BRUNETTI
Senior Management Analyst

HUNT & SONS, INC.

JOSHUA HUNT
Chief Executive Officer

EXHIBIT A

Scope of Work

1. Contractor's Relationship with Participating Agencies and SACOG

1.1. Hunt & Sons, Inc. ("Contractor" or "Consultant") will act as a contractor for the SACOG Joint Regional Public Agency Fuels and Lubricants bid for the following products: propane and various lubricants. Contractor will be the main point of contact for all Participating Agencies. Billing will occur at Contractor's corporate headquarters in located in Sacramento. Contractor is a fully integrated Petroleum Distributor and will be purchasing all products required for delivery to Participating Agencies from various suppliers and using Contractor's fleet of delivery trucks to make deliveries.

1.2. Each of the following public agencies may become "Participating Agencies" under this Agreement upon negotiation, execution and delivery of a sub-agreement with Contractor substantially in the form of **Exhibit E** attached hereto:

#	Agency	#	Agency
1	City of Davis	21	Yuba County
2	City of Elk Grove	22	Citrus Heights Water District
3	City of Folsom	23	Elk Grove Unified School District
4	City of Galt	24	Los Rios Community College District
5	City of Lincoln	25	North Tahoe Public Utility District
6	City of Placerville	26	Placer County Water Agency
7	City of Rocklin	27	Sacramento Metropolitan Fire District
8	City of Roseville	28	Sacramento Regional County Sanitation District
9	City of Sacramento	29	California State University, Sacramento
10	City of Vacaville	30	San Joaquin County
11	City of Wheatland	31	San Juan Unified School District
12	City of Yuba City	32	San Juan Water District
13	County of Amador	33	Sierra College
14	County of Butte	34	Sacramento Municipal Utility District (SMUD)
15	County of El Dorado	35	South Sutter Water District
16	County of Nevada	36	Town of Truckee
17	County of Placer	37	University of California at Davis (UC Davis)
18	County of Sacramento	38	Yuba-Sutter Transit Authority
19	County of Sutter	39	Cosumnes Community Service District
20	County of Yolo		

1.3. At the option of Contractor, other cities, counties, school districts or governmental agencies (Participating Agencies) in the State of California may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form attached hereto as **Exhibit E** at the same prices specified in Exhibits "A-4" Pricing Sheets. In the case a local government entity is not listed in the Exhibits "A-4" Pricing Sheets, the Contractor will work with SACOG and the anticipated Participating Agency to extend pricing on a reasonable estimate based on the relative proximity and distance of agencies already listed in the Exhibits "A-4" Pricing Sheets.

1.4. There is no guarantee of usage by the Participating Agencies. SACOG shall not be responsible for any Participating Agency's failure to execute a sub-agreement, or for the breach of any sub-agreement by a Participating Agency. Participating Agencies utilizing the procurement conducted by SACOG for Contractor's services will place their orders directly with Contractor.

1.5. All Participating Agencies' requirements, purchase orders, invoices, and payments will be handled directly with Contractor. Pricing is specified in Exhibits "A-4" Pricing Sheets.

1.6. Every six months from the effective date of this Agreement, Contractor shall deliver to SACOG a written biannual report of all lubricants delivered to the Participating Agencies during the preceding six-month period. The report shall include the following information for each during the current period: (1) list of the Agencies participating (2) total gallons purchased for all product types for each Participating Agency (3) total Administrative Biannual Reports must be submitted by August 31 for the period of January 1 to June 30 and by February 28 for the period of June 30 to December 31 each year.

Concurrently with the delivery of the biannual report, Contractor shall pay an administrative fee to SACOG in the amount of $0.0065 for each gallon (or gallon equivalent) of products delivered during the prior six-month period. Payment shall be made on the basis of actual deliveries without any withholding for late payment by a Participating Agency. Payment shall be made to SACOG by August 31 for the period of January 1 to June 30 and by February 28 for the period of June 30 to December 31 each year. Contractor's failure to submit a biannual report and remit timely payment of the administrative fee required under this section to SACOG may result in SACOG terminating this Agreement.

2. Contractor's Scope of Work

2.1. Bulk Lubricants Distribution

2.1.1. Contractor will deliver lubricants, and provide other services as specified below, to Participating Agencies without causing them to change the way they function or adding any additional expenses to their operating budgets. These services are included in the fees included within this contract. Fees for delivered lubricants will be assessed to the Participating Agencies at the rates set forth in Exhibits "A-4" attached hereto.

2.1.2. Contractor will assign a customer service representative to each Participating Agency who will visit all the locations to verify tank sizes, physical tank locations, best traffic routes and physically stick each of the lubricant or propane tanks to get an initial inventory level so that Contractor can begin to monitor product usage and create deliveries when product is needed.

2.1.3. Contractor's dispatch will use its tracking method to gauge when lubricant or propane is needed based on daily usage.

2.1.4. Dispatch will monitor the lubricant and propane market and advise the Participating Agencies when it is favorable or not favorable to purchase lubricant or propane based on potential market changes.

2.1.5. Contractor will maintain accurate inventory totals based on daily consumption and tank stick readings.

2.1.6. Contractor will put each location on a "keep full" route where, based on the daily lubricant or propane consumption, Contractor will deliver to all tankwagon delivery locations at least weekly based on when lubricant or propane is needed.

2.1.7. Contractor will ensure that lubricant or propane is delivered to each location on a weekly schedule regardless of weekly variation in consumption by the Participating Agency or location. Daily or weekly consumption is subject to change, and routine deliveries must be ensured to maintain adequate inventory at each location.

2.1.8. Contractor will utilize existing tank monitoring systems, if used by the Participating Agency, enabling Contractor to use the system to fax or email inventory levels daily to Contractor's dispatch for remote monitoring of propane or lubricant levels at high-volume sites.

2.1.9. Contractor will contact all high-volume sites and sites daily that have inconsistent usage (such as those in "Snow" country) to monitor needs due to expected storms. As used in this paragraph, "high-volume sites" is defined as sites with an average daily usage of more than one load per day.

2.2. Steps in Lubricant Delivery

2.2.1. Contractor receives a call from a Participating Agency location for delivery.

2.2.2. If a Participating Agency's order is for Lubricants, the delivery will originate out of the Contractor's distribution facility closest to that specific ordering location and then the signed delivery ticket is sent back to Contractor's headquarters for processing.

2.3. Emergency Resources and Protocol

2.3.1. Contractor will ensure all staff is adequately trained and prepared for potential emergency situations to ensure sufficient inventory of all products is available at all times.

2.3.2. Contractor's customer support is available to all Participating Agencies 24 hours a day, 365 days a year. Contractor's office hours are 6 a.m. to 6 p.m. Monday thru Friday and 8 a.m. to 12 p.m. on Saturdays. After hours, Contractor's customer service team can be reached by calling Contractor's office and speaking with Contractor's answering service. The answering service can reach every member of Contractor's dispatch and customer service department by cell phone 24 hours a day.

2.3.3. Contractor is available to respond to issues and make deliveries 7 days a week.

2.3.4. Contractor maintains lubricant inventory at all Distribution Facilities and Cardlocks, enabling them to make deliveries if there are product outages at the terminals or if the pipelines are down.

2.3.5. Contractor has experience and contacts with the State of California Department of Transportation (CalTrans) allowing their trucks highway access during road closures due to snow conditions, for deliveries in emergency situations.

2.3.6. Contractor has Forest Service contracts for forest fires and Contractor's drivers are trained to continue delivery of product to fire crews during forest fires.

2.3.7. Contractor employs local drivers who live in the communities they deliver in, enabling delivery of product to Participating Agencies any time of day on very short notice.

2.3.8. In the case of an emergency, Contractor will provide priority delivery to Participating Agencies under this Agreement.

2.4. Subcontractors

2.4.1. Contractor will not utilize the services of any subcontractors for any work to be performed through the duration of this contract.

EXHIBIT A-1

Supplemental Scope of Work – Delivery Requirements

1. General Delivery Requirements

1.1. Contractor shall perform all deliveries to Participating Agency locations in a safe and professional manner. Participating Agencies shall reserve the right to add or delete delivery locations as-needed during the course of the subcontract(s).

1.2. Contractor shall be solely responsible for ensuring that its vehicles/equipment have all the necessary attachments (pumps, hoses, etc.) required to deliver and dispense lubricant or propane into the storage tanks at each delivery location. Contractor's equipment shall be in good working order and all personnel shall be appropriately trained in safety matters to preclude accidents endangering Participating Agency personnel, property, or members of the public. Contractor must ensure all hoses and all coupler fittings are sufficiently tightened when in use. Product that leaks from hoses or coupler connections must be cleaned and removed by the Contractor at the Contractor's sole expense, including product in spill containers.

1.3. Contractor shall ensure that deliveries are made as often as requested and within the delivery times stated herein to all Participating Agency delivery locations, regardless of weather conditions.

1.4. All deliveries must be made in less than twenty-four (24) hours after an order is placed unless otherwise specified by the ordering Participating Agency.

1.5. Contractor is solely responsible to verify delivery hours with the Participating Agency before delivering the product. If a delivery cannot be completed within the time frame requested by the Participating Agency, Contractor must notify the Participating Agency within 12 hours of scheduled delivery time.

1.6. Deliveries may be made to locations on secure grounds requiring access clearances for delivery drivers. It is the Contractor's sole responsibility to contact the secure location for specific security clearance procedures, hours of operation for deliveries and service, dress code, and other rules for delivery.

1.7. Contractor may be required to make emergency on-site or weekend deliveries upon special request by a Participating Agency. Emergency deliveries are defined as deliveries requested outside of 7:00 a.m. to 5:00 p.m. (Pacific Standard Time), Monday through Friday (excluding agency-observed holidays). Weekend deliveries shall be defined as deliveries requested from 5:01 p.m. Friday through 6:59 a.m. the following Monday. If a delivery is scheduled on an agency-observed holiday, the delivery is considered a weekend delivery for billing purposes. No additional charges or fees shall be accepted or paid by a Participating Agency for such deliveries.

EXHIBIT A-2

Supplemental Terms and Conditions – Pricing

1. Pricing

1.1. All Categories

1.1.1. Contractor's pricing shall be Free-on-Board (FOB) Destination, freight prepaid and assumed by the Contractor, and exclusive of all taxes or surcharges. Contractor shall provide firm, fixed margins, bobtail and delivery point differentials, and unit prices for the products listed in this contract for the initial contract period of three (3) years from the date this bid is awarded, with the option to negotiate for an additional two years.

2. Account Set-Up and Payment Information

2.1. Contractor shall establish and maintain individual accounts with unique account numbers for each Participating Agency, and its departments and divisions at the time they execute a separate sub-agreement with the Contractor.

2.2. At a minimum, all invoices shall include the following information: the blanket purchase order number, customer account number (refer to Section 2.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that products were delivered, number of gallons delivered/dispensed or quantity of each product, Contractor's margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. Contractor must invoice each account separately. Contractor shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by Participating Agency.

2.3. The Participating Agency shall pay the Contractor only the margins/pricing specified in the Contractor's response. Such amount will be due and payable upon receipt of an invoice by the Participating Agency with the appropriate information specified in Section 2.2, above. Contractor shall provide a copy of the daily OPIS price information sheet for each order delivered with each billing statement. Participating Agencies will not accept or pay any emergency response premiums, administrative surcharge costs, or any other surcharges not identified in the Contractor's response. Charges imposed by the State of California or the Federal Government after the proposal has been awarded will be honored.

3. Quality Assurance Provisions

3.1. Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from the Participating Agency.

4. Product Labeling and Emergency Response

4.1. Prior to the first delivery of product, Contractor shall provide each Participating Agency with a Material Safety Data Sheet (MSDS) provided for each of the products awarded to the Contractor and all other chemicals intentionally added into the product including additives. Contractor shall be responsible for immediately providing the Participating Agency with any updated or revised MSDS sheets throughout the term of the resulting agreement(s).

4.2. Twenty-four (24) hour emergency response must be provided by the Contractor. Prior to the first delivery, the Contractor shall provide each Participating Agency with a list of emergency contact persons and a 24-hour company telephone number in the event that a fire or other event occurs and the Participating Agency is in need of telephone consultation regarding the Contractor's product(s).

4.3. Contractor shall be responsible for any spills or other incidents involving its product(s) during delivery, up to and including the off-loading process, when the Contractor's product is transferred into the Participating Agency's tank(s). Contractor's drivers shall be fully trained by the Contractor in chemical safety.

5. Safety Requirements

5.1. Contractor agrees to perform all dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees to accept sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State or other legal requirements at all times. These requirements may include, but are not limited to, full compliance with the terms of the applicable Federal O.S.H.A. and State of California O.S.H.A. Safety Orders so as to protect all persons, including Participating Agency employees, agents of the Participating Agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

During performance and upon completion of services, Contractor shall remove all unused equipment, supplies, instruments of service, all excess or hazardous material, trash, and legally dispose of them. Contractor shall leave the Participating Agency's delivery location in neat, clean, and acceptable condition meeting their expectations.

6. Insurance Requirements

6.1. Contractor shall furnish evidence of insurance, including required endorsements, to each Participating Agency demonstrating proof of coverage in the amounts as specified in this Agreement, upon request. Each Participating Agency may require different coverage levels than specified in this Agreement, which will only apply to that agency.

Proof of Insurance must include all applicable endorsements pursuant to Participating Agency's specific Insurance Requirements and include policy numbers. Blanket Endorsements may be rejected.
Failure to comply with insurance and endorsement requirements may result in the termination of this Agreement. All costs of complying with the insurance and applicable required endorsements are included in Contractor's pricing as listed in this Agreement.

7. Allocation

7.1. It is understood that the Contractor's obligation to perform is subject to modification and reduction in accordance with any federal, state or local government program governing the allocation of products by the seller, which may occur during the term of the contract. The Contractor shall take any necessary measures to ensure delivery of sufficient quantities of lubricant or propane and related products to each of the Participating Agencies in accordance with said regulations.

7.2. In the event of such programs, the Participating Agencies reserve the right to terminate their respective sub-agreements on the effective date of the allocation program.

8. Records

8.1. Contractor shall maintain accurate, complete, detailed records of each Participating Agency's total number of purchases. Records must have capability to be filtered/sorted by agency department, product, delivery date, and delivery location.

9. Licenses and Permits

9.1. Contractor will possess and keep in effect for the duration of the Contract any licenses and permits necessary to perform the contracted services. Contractor shall be licensed to do business in the State of California.

EXHIBIT A-3

Specifications

1. General Specifications

1.1. The products listed in this Agreement shall meet all applicable Federal, State, and local government laws and environmental requirements and regulations, including but not limited to, the California Air Resources Board (CARB), the laws, regulations, and standards of the American Society of Testing and Materials, and industries law, codes, requirements, standards, and guidelines currently in force and any of those put in force during the term of the resulting contract period(s). The products shall also conform with the State of California specifications (or applicable updates as they may apply). Contractor shall be responsible for ensuring that the products delivered to each Participating Agency comply with all such laws, regulations, and requirements.

1.2. Contractor may elect to purchase products from major refineries or other reliable sources to obtain the lowest available prices. It is the Contractor's sole responsibility to manage purchases from available sources to maintain its ability to supply products to the Participating Agencies.

2. Specifications for Automotive Oil and Lubricant Products

2.1. All automotive oil and lubrication products offered by proposers shall meet the American Petroleum Institute (API) Service CH-4, CG-4, CF-4, CF/SJ ratings, unless otherwise noted, and be rated for both diesel and gasoline engines with or without turbo chargers.

EXHIBIT A-4
PRICE LIST

Lubricants

Category G - Lubricants	OIL SPECIFICATION	Comm#	EST. ANNUAL USAGE	MANUFACTURER	MFG. PART NUMBER	UNIT PRICE	EXT PRICE	Comments
County of Placer								
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Bulk	-	1500	Chevron	URSA Spr+ 15W40	8.99	$13,485	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum	-	990	Chevron	URSA Spr+ 15W40	9.99	$9,890	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 5 Gallon Pails	-	400	Chevron	URSA Spr+ 15W40	10.99	$4,396	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Gallons 4/Case	-	100	Chevron	URSA Spr+ 15W40	11.99	$1,199	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Quart Container	-	400	Chevron	URSA Spr+ 15W40	12.99	$5,196	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade 15W-40, GEO Low Ash, 55 Gallon	-	825	Chevron		11.99	$9,892	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil, 5W-30 Bulk	-	2000	Chevron	Supr SB 5W30	6.99	$13,980	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil, 5W-30 55 Gallon Drum	-	220	Chevron	Supr SB 5W30	7.99	$1,758	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil, 5W-30 Quart Container	-	200	Chevron	Supr SB 5W30	11.99	$2,398	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, SAE 10W, 55 Gallon Drum	-	1320	Chevron	TorqForce 10W	9.99	$13,187	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, SAE 30W, 55 Gallon Drum	-	110	Chevron	TorqForce 30W	9.99	$1,099	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, SAE 50W, 55 Gallon Drum	-	110	Chevron	TorqForce 50W	10.59	$1,165	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil, 50W, 5 Gallon Pails	-	100	Chevron	TorqForce 50W	11.59	$1,159	Pricing does not include Ca Recycling fees of .29
Various	Heat Transfer 46 (ISO 46), 55 Gallon Drum	-	110	Chevron	Heat Transfer 46		$0	
Various	Rando HD ISO 32 Hydraulic Fluid 5 Gallon Pail	-	20	Chevron	HYD AW 32	7.99	$160	
Various	ATF Dextron III & Mercon, 55 Gallon Drum	-	440	Chevron	ATF MD-3	6.99	$3,076	Pricing does not include Ca Recycling fees of .24
Various	ATF Dextron III & Mercon, Quarter Drums (16 Gallons)	-	100	Chevron	Atf MD-3	14.59	$1,459	Pricing does not include Ca Recycling fees of .24
Various	AW-46 Hydraulic Fluid, 5 Gallon Pails	-	100	Chevron	HYD AW 46	8.00	$800	
Various	THF 1000 Multifunction Hydrostatic Fluid, 55 Gallon Drum	-	110	Chevron	Tractor Hyd Fluid	8.23	$905	Pricing does not include Ca Recycling fees of .24
Various	THF 1000 Multifunction Hydrostatic Fluid, Quarter Drums (16 Gallon)	-	240	Chevron	Tractor Hyd Fluid	13.99	$3,358	Pricing does not include Ca Recycling fees of .24
Various	Compressor Oil Tegra 100, 5 Gallon Pails	-	75	Chevron	Cetus HiperSyn 100	30.00	$2,250	
Various	Universal Gear Lube, 85W-140, 55 Gallon Drums	-	440	Chevron	Gear Lube EP-5 85W140	20.73	$9,121	Pricing does not include Ca Recycling fees of .032
Various	Universal Gear Lube, 85W-140, Quarter Drums (16 Gallons)	-	840	Chevron	Gear Lube EP-5 85W141	23.92	$20,093	Pricing does not include Ca Recycling fees of .032
Various	Moly Max Grease 2, Quarter Drums (120 lbs)	-	240	Chevron	Starplex HD M5	3.59	$862	

Category G - Lubricants	OIL SPECIFICATION	Comm#	EST. ANNUAL USAGE	MANUFACTURER	MFG. PART NUMBER	UNIT PRICE	EXT PRICE	Comments
Various	Moly Max Grease 2, 14 ounce Tubes	-	150	Chevron	Starplex HD M5	3.79	$569	
Various	Dura Lith Grease, EP, Quarter Drums (120 lbs)	-	120	Chevron	Mutlifak Grs EP 2	2.99	$359	
Various	Dura Lith Grease, EP, 14 ounce Tubes	-	192	Chevron	Mutlifak Grs EP 2	3.19	$612	
Various	Ultra Duty Grease, EP-2, Quarter Drums (120 lbs)	-	240	Chevron	Ultra-Duty EP 2	3.59	$862	
Various	Ultra Duty Grease, EP-2, 35 lb. Pails	-	350	Chevron	Ultra-Duty EP 2	3.59	$1,257	
Various	Ultra Duty Grease, EP-2, 14 ounce Tubes	-	168	Chevron	Ultra-Duty EP 2	3.89	$654	
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) Bulk	-	1500	Chevron	URSA Spr+ 15W40	8.99	$13,485	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 55 Gallon Drum	-	990	Chevron	URSA Spr+ 15W40	9.99	$9,890	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 (CJ-4) 5 Gallon Pails	-	400	Chevron	URSA Spr+ 15W40	10.99	$4,396	Pricing does not include Ca Recycling fees of .29
Various	Heavy Duty Motor Oil Multigrade LE 15W-40 Quart Container	-	400	Chevron	URSA Spr+ 15W40	12.99	$5,196	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil 5W-30 Bulk	-	2000	Chevron	Supr SB 5W30	6.99	$13,980	Pricing does not include Ca Recycling fees of .29
Various	Motor Oil 5W-30 Quart Container	-	200	Chevron	Supr SB 5W30	11.99	$2,398	Pricing does not include Ca Recycling fees of .29
Various	Drum Deposit	-	1			20.00	$20	
Various	Drum Environmental Cleaning Fee	-	1			15.00	$15	
Various	Percent Discount Off Refiner's List Price for Other Related Products	-	750		Enter discount in I 43 -->	20%		
City of Rocklin								
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	5W/30	GAL	5000	Chevron	Supr SB 5W30	6.99	$34,950	Pricing does not include Ca Recycling fees of .29
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	15W/40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	$8,990	Pricing does not include Ca Recycling fees of .29
City of Roseville								
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	5W/30	GAL	747	Chevron	Supr SB 5W30	6.99	$5,222	Pricing does not include Ca Recycling fees of .29
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	15W/40	GAL	2802	Chevron	URSA Spr+ 15W40	8.99	$25,190	Pricing does not include Ca Recycling fees of .29
City of Folsom								
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	5W/30	BAR	26	Chevron	Supr SB 5W30	439.45	$11,426	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	15W/40	BAR	68	Chevron	URSA Spr+ 15W40	549.45	$37,363	Pricing does not include Ca Recycling fees of .29
Town of Truckee								
Public Service Center - 10969 Stevens Lane Truckee, CA 96161	5W/30	GAL	1000	Chevron	Supr SB 5W30	6.99	$6,990	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	10W	GAL	1000	Chevron	TorqForce 10W	8.99	$8,990	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	15W/40	GAL	1200	Chevron	URSA Spr+ 15W40	8.99	$10,788	Pricing does not include Ca Recycling fees of .29
City of Folsom								
Corporation Yard - 1300 Leidesdorff Street, Folsom (95630)	5W/30	GAL	1700	Chevron	Supr SB 5W30	6.99	$11,883	Pricing does not include Ca Recycling fees of .29
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	15W/40	GAL	5700	Chevron	URSA Spr+ 15W40	8.99	$51,243	Pricing does not include Ca Recycling fees of .29
San Juan Unified School District								
San Juan DOT - 3050 Orange Grove Ave, North Highlands, CA 95660	15W/40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	$8,990	Pricing does not include Ca Recycling fees of .29
City of Lincoln								
Corp Yard - 2100 Flightline Dr Lincoln, CA 95648	5W/30	GAL	1000	Chevron	Supr SB 5W30	6.99	$6,990	Pricing does not include Ca Recycling fees of .29
Corp Yard - 2100 Flightline Dr Lincoln, CA 95649	15W/40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	$8,990	Pricing does not include Ca Recycling fees of .29

Category G - Lubricants	OIL SPECIFICATION	Comm#	EST. ANNUAL USAGE	MANUFACTURER	MFG. PART NUMBER	UNIT PRICE	EXT PRICE	Comments
County of Yolo								
101 Imperial Street Woodland, CA 956952	5W/30 - re-fined	BAR	100	P66	Firebird MO 5W30	439.45	$43,945	Pricing does not include Ca Recycling fees of .29
101 Imperial Street Woodland, CA 95695	10W - re-fined	BAR	110	P66	Firebird TO-4 10W	549.45	$60,440	Pricing does not include Ca Recycling fees of .29
County of Sacramento								
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	5W/30	BAR	58	Chevron	Supr SB 5W30	6.99	$405	Pricing does not include Ca Recycling fees of .29
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	10W - Virgin	BAR	114	Chevron	TorqForce 10W	8.99	$1,025	Pricing does not include Ca Recycling fees of .29
Cosumnes Community Services District								
	15W40	GAL	1000	Chevron	URSA Spr+ 15W40	8.99	$8,990	Pricing does not include Ca Recycling fees of .29
	10W/30	GAL	150	Chevron	Supreme MO 10W30	6.99	$1,049	Pricing does not include Ca Recycling fees of .29
	5W30	GAL	120	Chevron	Supr SB 5W30	6.99	$839	Pricing does not include Ca Recycling fees of .29
	0W20	GAL	60	Chevron	ProDS Syn 0W20	10.99	$659	Pricing does not include Ca Recycling fees of .29
INVOICE TERMS: 1/2% 20 Days					**CATEGORY G TOTAL:**		$ 176,007.93	

Category F - Propane		EST. ANNUAL USAGE (gal)	INDICATE THE BPN MARTINEZ INDEX PRICE FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL		EXT PRICE	Delivery Time
County of Sacramento		23,000	**0.6450**	**0.3500**	-	**$ 1.00**	**$ 22,885**	24 Hours
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842								24 Hours
City of Sacramento		15,000	**0.6450**	**0.3500**		**$ 1.00**	**$ 14,925**	24 Hours
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One – 1,000 (AG)							24 Hours
Meadowview Fleet Service - 2812 Meadowview Road, Sacramento (95832)	One – 1,200 (AG)							24 Hours
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	One – 1,000 (AG)							24 Hours
Elk Grove Unified School District		35,000	**0.6450**	**0.3500**		**$ 1.00**	**$ 34,825**	24 Hours
Corp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)								24 Hours
City of Roseville		2,000	**0.6450**	**0.3500**		**$ 1.00**	**$ 1,990**	24 Hours
Radio Shelter Site - 5100 Phillip Road, Roseville	One - 1,000 (AG)							24 Hours
County of El Dorado		100,000	**0.6450**	**0.3500**		**$ 1.00**	**$ 99,500**	24 Hours
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)								24 Hours
Cosumnes Community Services District		1,000	-	**0.3500**		**$ 0.35**	**$ 350**	24 Hours
								24 Hours
INVOICE TERMS: Net 15		**176,000**			**CATEGORY F TOTAL:**		**$ 174,125**	

EXHIBIT B

LEVINE ACT DISCLOSURE STATEMENT AND GOVERNMENT CODE 1090

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

The following is a listing of all SACOG Board of Directors and Alternates, for 2024 as of 2/8/24:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Tim Schaefer
Gary Bradford	Jill Gayaldo	Suzanne Jones	Darren Suen
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Angela Teter
Pamela Bulahan	Martha Guerrero	Mike Kozlowski	Wendy Thomas
Trinity Burruss	Shon Harris	Jesse Loren	Mai Vang
Josh Chapman	Bruce Houdesheldt	Rich Lozano	Mayra Vega
Rich Desmond	Pat Hume	David Sander	Oscar Villegas
Alice Dowdin Calvillo	Rick Jennings	Michael Saragosa	

SACOG Alternate Directors:

Dan Flores	None	Bonnie Gore	Bret Daniels
Don Blaser	Bill Halldin	Patrick Kennedy	Bobbie Singh-Allen
Bruce Buttacavoli	Jeramy Chapdelaine	David Ring	Rick West
None	Dawnte Early	Sarah Aquino	Lori Parlin
Caroline McCully	Marc Boomgaarden	Bill Biasi	Eric Guerra
Will Arnold	Krista Bernasconi	Kevin Papineau	Tania Garcia Cadena
None	Eric Guerra	Donald Terry	Angel Barajas
Rachel Radell-Harris	Holly Andreatta	John Clerici	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES X NO If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any SACOG Director(s) in the three months following the award of the contract?

___ YES X NO If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

6/14/24 (DATE)

Joshua M. Hunt (SIGNATURE OF AUTHORIZED OFFICIAL)

Joshua M. Hunt CEO (PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL)

Hunt & Sons, Inc. (PRINT LEGAL NAME OF ENTITY)

Rev. 04-15-2024

Government Code 1090 Disclosure

California Government Code Section 1090 prohibits public officials from having an economic interest in their agencies' contracts. This prohibition applies to elected and appointed officials as well as their alternates, the public agency's employees, or consultants participating in any way in the development or approval of the contract.

Accordingly, SACOG requires that all proposer's affirm that no SACOG Director, Alternate Director, or SACOG Employee, has an economic interest in the proposer's entity. Failure to disclose a financial interest subject to Government Code Section 1090 may result in any contract entered into with SACOG being void.

The following is a listing of all SACOG Directors and Alternates:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Tim Schaefer
Gary Bradford	Jill Gayaldo	Suzanne Jones	Darren Suen
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Angela Teter
Pamela Bulahan	Martha Guerrero	Mike Kozlowski	Wendy Thomas
Trinity Burruss	Shon Harris	Jesse Loren	Mai Vang
Josh Chapman	Bruce Houdesheidt	Rich Lozano	Mayra Vega
Rich Desmond	Pat Hume	David Sander	Oscar Villegas
Alice Dowdin Calvillo	Rick Jennings	Michael Saragosa	

SACOG Alternate Directors:

Dan Flores	None	Bonnie Gore	Bret Daniels
Don Blaser	Bill Halldin	Patrick Kennedy	Bobbie Singh-Allen
Bruce Buttacavoli	Jeramy Chapdelaine	David Ring	Rick West
None	Dawnte Early	Sarah Aquino	Lori Parlin
Caroline McCully	Marc Boomgaarden	Bill Biasi	Eric Guerra
Will Arnold	Krista Bernasconi	Kevin Papineau	Tenia Garcia Cadena
None	Eric Guerra	Donald Terry	Angel Barajas
Rachel Radell-Harris	Holly Andreatta	John Clerici	

I affirm that none of the abovementioned individuals have a financial interest in

HUNT & SONS, INC.
[Print Legal Name of Entity]

Joshua M. Hunt
Signature of Authorized Official

JOSHUA M. HUNT
Print Name

CEO
Title

Rev. 4-15-24

EXHIBIT C

County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD

INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.

TYPE

Check the boxes that apply to Sacramento County's payments to you

☐ Goods ☐ Services ☐ Medical Services ☐ Legal Services ☐ Rents/Lease ☐ Other _____

PAYEE INFORMATION

NAME (as shown on your income tax return)

TRADE NAME OR DBA (if different from line 1)

MAILING ADDRESS (Number and Street or P.O. Box Number)

(City, State and Zip Code)

PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code)

ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)

FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS

Check appropriate federal tax classification

☐ **INDIVIDUAL OR SOLE PROPRIETOR (SSN)** ☐ **PARTNERSHIP (FEIN)** ☐ **ESTATE OR TRUST (FEIN)**

SSN is mandatory of all Individuals/Sole Proprietors by authority of CA. Revenue and Taxation Code Section 18646 and CA Independent Contractor Reporting Section 1088.8

CORPORATION (FEIN): (MARK ONLY ONE TYPE):

☐ **C CORPORATION (FEIN)** ☐ **S CORPORATION (FEIN)**

LIMITED LIABILITY COMPANIES (LLC):

☐ **LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corportion S=S Corporation P=Partnership)** _____

☐ **GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)**

☐ **EXEMPT (nonprofit) payee code if any** _____ Exemption from FATCA reporting (see instructions on next page)

TAX ID NUMBER

Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN.
Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line.

SOCIAL SECURITY NUMBER ☐☐☐ - ☐☐ - ☐☐☐☐

EMPLOYER IDENTIFICATION NUMBER ☐☐ - ☐☐☐☐☐☐☐

RESIDENCY STATUS

☐ **California Resident** - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page)

☐ **California Nonresident** - Subject to State income tax withholding. (see Nonresident Withholding on next page)

☐ **California Nonresident Exemption** - To qualify for exemption, check one of the following:

- ☐ No services provided in California.
- ☐ A completed Franchise Tax Board Form 590. - (must be attached)
- ☐ A waiver of State withholding from Franchise Tax Board. - (must be attached)

CALIFORNIA SALES TAX PERMIT NUMBER (required only for California nonresident vendors that charge California sales tax) ☐☐☐☐☐☐☐☐☐☐☐☐

CERTIFYING SIGNATURE

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a United States person (including a United States resident alien), and
4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE(Type or Print)	E-MAIL ADDRESS	
SIGNATURE OF U.S. PERSON	DATE	TELEPHONE NUMBER

(REV Apr 2017)

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

EXHIBIT D
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this 14th day of June, 20 24

By Joshua M. Hunt
Authorized Signature for Contractor

Joshua M. Hunt CEO
Printed Name and Title

Hunt & Sons, Inc.
Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

5750 South Watt Ave.
Address

Sacramento, CA 95829
City/State/Zip Code

916-383-4868 JHunt@HuntNSons.com
Area Code/Telephone Number and E-Mail Address

EXHIBIT E
FORM OF PARTICIPATING AGENCY SUB AGREEMENT

JOINT FUEL PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY

This FUEL PROCUREMENT AGREEMENT ("Agreement"), is made and entered into on [Enter Effective Date of Agreement upon execution], by and between **[PARTICIPATING AGENCY]**, [describe form of entity] (hereinafter "Participating Agency"), and **HUNT & SONS, INC.**, a California corporation (hereinafter "Contractor or "Consultant").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with the Contractor, dated [date entered upon execution of joint procurement agreement], to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay the Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements. Choose one of the following:

a. Contractor shall obtain and maintain the insurance required under section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as additional insured thereunder.

b. [If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.]

5. [Insert any other special terms and conditions]

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency's project manager for this Agreement is **Project Manager** unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Project Manager, Title
Participating Agency
Address
Address
Telephone:
Email:

Contractor's project manager for this Agreement is **Josh Hunt.** No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Josh Hunt, CEO
Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829
Telephone: (916) 383-4868
Email: jhunt@huntnsons.com

(*Signature Page to Follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

[PARTICIPATING AGENCY]:

NAME OF AUTHORIZED SIGNATORY
Title

HUNT & SONS, INC.

JOSHUA HUNT
Chief Executive Officer

EXHIBIT F
CERTIFICATION OF RESTRICTIONS ON LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

I, Joshua M. Hunt CEO, hereby certify on behalf of Hunt & Sons, Inc. that;
(name and title of official) (name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement resulting from this RFP shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 14th day of June 2024.

By Joshua M. Hunt
(Signature of authorized official)

CEO
(Title of authorized official)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO AUTHORIZE THE PURCHASE OF GOODS AND SERVICES WITH HUNT & SONS, INC. UNDER SACRAMENTO AREA COUNCIL OF GOVERNMENTS AGREEMENT #CT250004 (Fuel)

WHEREAS, on June 25, 2024, the City Council adopted Resolution No. 2024-151, authorizing the purchase of various goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the Resolution authorized the use of Sacramento Area Council of Governments (SACOG) Agreement #1920029, to purchase both lubricants and fuel from Hunt & Sons, Inc. for a combined not to exceed amount of $425,000; and

WHEREAS, the SACOG Agreement #1920029 expired on September 1, 2024 and was replaced effective August 16, 2024 with two contracts one for lubricants and one for fuel; and

WHEREAS, the not to exceed amount for each agreement must be determined while staying with the previously approved not to exceed amount of $425,000; and

WHEREAS, in reviewing the various costs it was determined that the not to exceed amount for Fuel is $410,000; and

WHEREAS, there is no fiscal impact as funds were included in the FY 2024/25 budget for these goods

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

Section 1. The City Council approves and authorizes the City Manager to utilize this cooperative purchase agreement to purchase goods and services with Hunt & Sons, Inc. through Sacramento Area Council of Governments, Agreement and #CT250004 (Fuel) with a not to exceed amount of $410,000.

Section 2. The City Council hereby approves and authorizes the City Manager to execute agreements with Hunt & Sons, Inc. in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

JOINT FUEL PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY

This FUEL PROCUREMENT AGREEMENT ("Agreement"), is made and entered into on September 24, 2024, by and between **City of Rocklin**, a Municipal Corporation (hereinafter "Participating Agency"), and **HUNT & SONS LLC**, a Delaware limited liability company (hereinafter "Contractor or "Consultant").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with the Contractor, dated August 23, 2024, to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay the Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements.

a. Contractor shall obtain and maintain the insurance required under section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as additional insured thereunder.

5. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

6. Project Manager:

The Participating Agency's project manager for this Agreement is **Matt McClure** unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Matt McClure, Public Works Manager
City of Rocklin
4081 Alvis Ct.
Rocklin, CA 95677
Telephone: 916-625-5500
Email: matt.mcclure@rocklin.ca.us

Contractor's project manager for this Agreement is **Brad McGhee.** No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Brad McGhee, Sales Manager
Hunt & Sons LLC
5725 Alder Avenue
Sacramento, CA 95829
Telephone: (209) 345-8062
Email: bmcghee@huntnsonsllc.com

(*Signature Page to Follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

City of Rocklin:

Aly Zimmermann
City Manager

HUNT & SONS LLC

BRAD MCGHEE
Sales Manager

Contract #: CT250004
Funding Source: Local Agencies
Project Code: SAC135

SACRAMENTO AREA COUNCIL OF GOVERNMENTS
JOINT PURCHASING AGREEMENT

For
FUEL

THIS AGREEMENT, is made and entered into on August 23, 2024, at Sacramento, California, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS,** a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and **HUNT & SONS LLC**, a Delaware limited liability company, (hereinafter "Contractor" or "Consultant").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and

2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon receipt of a notice to proceed from SACOG and in accordance with the Scope of Work, attached hereto as Exhibit A and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **August 31, 2027**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. SACOG in its sole discretion may elect to extend this Agreement for up to two (2) additional years upon written notice to Contractor.

2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A** - Scope of Work. In the event of any inconsistency between Exhibit A and other terms and conditions of this Agreement, Exhibit A shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director or designee. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that

are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The Participating Agencies (defined in Exhibit A) shall pay for all fuel as set forth in the fee schedule in Exhibit A. In no instance shall SACOG be liable for any payments to Contractor or Participating Agencies.

6. Invoicing, Costs and Payment:

a. Contractor shall submit monthly invoices in arrears to Participating Agencies (defined in Exhibit A) no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by Participating Agency of any circumstances or data identified by Participating Agency in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and

every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) Participating Agency shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to Participating Agency for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then Participating Agency shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to the Participating Agency. SACOG shall not be responsible for any payments to Contractor.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor and shall adhere to all applicable state procurement requirements for procuring subcontractor services.

a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or subcontract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG

that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG and Participating Agencies, their directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or Participating Agencies in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; $1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form CA 0001 covering Automobile Liability, code 8 (hired autos) and code 9 (non-owned autos).	Bodily Injury/Property Damage $1,000,000 each accident.

(3)	General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4)	Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	Limit of no less than $2,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SACOG 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 SACOG.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of $5,000 must be declared to and approved by SACOG.

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

(1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.

(2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.

(3) 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 required by this Agreement shall be endorsed to state that SACOG will be notified by certified mail, return receipt requested, if coverage has been or will be suspended, voided, canceled by either party, reduced in coverage or in limits.

(5) Contractor hereby grants to SACOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against SACOG 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 SACOG has received a waiver of subrogation endorsement from the insurer.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.

d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:

(1) Written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

e. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager: SACOG's Project Manager for this Agreement is **Katie Brunetti**, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be emailed or mailed by first-class mail to the SACOG Project Manager as follows:

Katie Brunetti, **Senior Management Analyst**
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 340-6229
Email: kbrunetti@sacog.org

Contractor's Project Manager for this Agreement is **Brad McGhee**. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be emailed or mailed by first-class mail as follows.

Brad McGhee, Sales Manager
Hunt & Sons LLC
5725 Alder Ave
Sacramento, CA 95829
Telephone: (209) 345-8062
Email: bmcghee@huntnsonsllc.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq*.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal

discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq*., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.

b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq*.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by

reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq*.) 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:

(1) The dangers of drug abuse in the workplace;

(2) The person's or the organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:

(1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq*.) and its implementing regulations (2 California Code of Regulations § 18110, *et seq*.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit B**.

d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such

action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the

same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as **Exhibit C,** in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.

b. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

38. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SACOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

Katie Brunetti

KATIE BRUNETTI
Senior Management Analyst

HUNT & SONS LLC

BRAD MCGHEE
Sales Manager

EXHIBIT A

Scope of Work

1. Contractor's Relationship with Participating Agencies and SACOG

1.1. Hunt & Sons LLC. ("Contractor") will act as a contractor for the SACOG Joint Regional Public Agency Fuels and Lubricants bid for the following products: Unleaded, Diesel #2, Red-Dyed Diesel, Ethanol-85, Renewable Diesel, and Cardlock. Contractor will be the main point of contact for all Participating Agency. Contractor's corporate headquarters is located in Sacramento and that is where all of the billing will take place. Contractor is a fully integrated Petroleum Distributor and will be purchasing all of the fuel required for delivery to Participating Agencies from various fuel suppliers and using Contractor's fleet of delivery trucks to make deliveries.

1.2. Each of the following public agencies may become "Participating Agencies" under this Agreement upon negotiation, execution and delivery of a sub-agreement with Contractor substantially in the form of **Exhibit E** attached hereto:

#	Agency	#	Agency
1	City of Davis	21	Yuba County
2	City of Elk Grove	22	Citrus Heights Water District
3	City of Folsom	23	Elk Grove Unified School District
4	City of Galt	24	Los Rios Community College District
5	City of Lincoln	25	North Tahoe Public Utility District
6	City of Placerville	26	Placer County Water Agency
7	City of Rocklin	27	Sacramento Metropolitan Fire District
8	City of Roseville	28	Sacramento Regional County Sanitation District
9	City of Sacramento	29	California State University, Sacramento
10	City of Vacaville	30	San Joaquin County
11	City of Wheatland	31	San Juan Unified School District
12	City of Yuba City	32	San Juan Water District
13	County of Amador	33	Sierra College
14	County of Butte	34	Sacramento Municipal Utility District (SMUD)
15	County of El Dorado	35	South Sutter Water District
16	County of Nevada	36	Town of Truckee
17	County of Placer	37	University of California at Davis (UC Davis)
18	County of Sacramento	38	Yuba-Sutter Transit Authority
19	County of Sutter	39	Cosumnes Community Service District
20	County of Yolo		

1.3. At the option of Contractor, other cities, counties, school districts or governmental agencies (Participating Agencies) in the State of California may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form attached hereto as **Exhibit E** at the same prices specified in Exhibits "A-4" Pricing Sheets. In the case a local government entity is not listed in the Exhibits "A-4" Pricing Sheets, the Contractor will work with SACOG and the anticipated Participating Agency to extend pricing on a reasonable estimate based on the relative proximity and distance of agencies already listed in the Exhibits "A-4" Pricing Sheets.

1.4. There is no guarantee of usage by the Participating Agencies. SACOG shall not be responsible for any Participating Agency's failure to execute a sub-agreement, or for the breach of any sub-agreement by a Participating Agency. Participating Agencies utilizing the procurement conducted by SACOG for Contractor's services will place their orders directly with Contractor.

1.5. All Participating Agencies' requirements, purchase orders, invoices, and payments will be handled directly with Contractor. Pricing is specified in Exhibits "A-4" Pricing Sheets.

1.6. Every six months from the effective date of this Agreement, Contractor shall deliver to SACOG a written biannual report of all fuels delivered to the Participating Agencies during the preceding six-month period. The report shall include the following information for each during the current period: (1) list of the Agencies participating (2) total gallons purchased for all product types for each Participating Agency (3) total Administrative Biannual Reports must be submitted by August 31 for the period of January 1 to June 30 and by February 28 for the period of June 30 to December 31 each year.

Concurrently with the delivery of the biannual report, Contractor shall pay an administrative fee to SACOG in the amount of $0.0065 for each gallon (or gallon equivalent) of fuels delivered during the prior six-month period. Payment shall be made on the basis of actual deliveries without any withholding for late payment by a Participating Agency. Payment shall be made to SACOG by August 31 for the period of January 1 to June 30 and by February 28 for the period of June 30 to December 31 each year. Contractor's failure to submit a biannual report and remit timely payment of the administrative fee required under this section to SACOG may result in SACOG terminating this Agreement.

2. Contractor's Scope of Work

2.1. Bulk Fuel Distribution

2.1.1. Contractor will deliver fuel, and provide other services as specified below, to Participating Agencies without causing them to change the way they function or adding any additional expenses to their operating budgets. These services are included in the fees included within this contract. Fees for delivered fuel will be assessed to the Participating Agencies at the rates set forth in Exhibits "A-4" attached hereto.

2.1.2. Contractor will assign a customer service representative to each Participating Agency who will visit all the locations to verify tank sizes, physical tank locations, best traffic routes and physically stick each of the fuel tanks to get an initial inventory level so that Contractor can begin to monitor fuel usage and create deliveries when product is needed.

2.1.3. Contractor's dispatch will use its tracking method to gauge when fuel is needed based on daily usage.

2.1.4. Dispatch will monitor the fuel market and advise the Participating Agencies when it is favorable or not favorable to purchase fuel based on potential market changes.

2.1.5. Contractor will maintain accurate inventory totals based on daily consumption and tank stick readings.

2.1.6. Contractor will put each location on a "keep full" route where, based on the daily fuel consumption, Contractor will deliver to all tankwagon delivery locations at least weekly based on when fuel is needed.

2.1.7. Contractor will ensure that fuel is delivered to each location on a weekly schedule regardless of weekly variation in consumption by the Participating Agency or location. Daily or weekly consumption is subject to change, and routine deliveries must be ensured to maintain adequate inventory at each location.

2.1.8. Contractor will utilize existing tank monitoring systems, if used by the Participating Agency, enabling Contractor to use the system to fax or email inventory levels daily to Contractor's dispatch for remote monitoring of fuel levels at high-volume sites.

2.2. Contractor will contact all high-volume sites and sites daily that have inconsistent usage (such as those in "snow country") to monitor needs due to expected storms. As used in this paragraph, "high-volume sites" is defined as sites with an average daily usage of more than one load per day.

2.3. Steps in Fuel Delivery

2.3.1. Contractor receives a call from a Participating Agency location for fuel delivery or it comes due as part of Contractor's "Keep Full Program."

2.3.2. Contractor creates fuel order and dispatch schedules a delivery.

2.3.3. If delivery is for a location in one of the areas that will be serviced by Contractor where the most economical and logistical place of pick up will be a major loading terminal, then the fuel truck will be dispatched to one of the fuel loading racks in Sacramento, Chico, Stockton or the Bay Area that is connected to the pipeline system coming from the Bay Area Refineries. The fuel will be delivered to the ordering location.

2.3.4. If the delivery is for a location where the Participating Agency is best served by an outlying Contractor distribution facility, then the truck will load from that facility and deliver the fuel to the ordering location.

2.3.5. The fuel truck will make the delivery and then a signed delivery ticket is brought back to Contractor's headquarters for processing.

2.3.6. Invoice for fuel delivery will be generated and mailed to the Participating Agency for payment.

2.3.7. Benchmark pricing (OPIS, BPN) will be based on the actual delivery date.

2.4. Emergency Resources and Protocol

2.4.1. Contractor will ensure all staff is adequately trained and prepared for potential emergency situations to ensure sufficient inventory of all products is available at all times.

2.4.2. Contractor's customer support is available to all participating agencies 24 hours a day, 365 days a year. Contractor's office hours are 6 a.m. to 6 p.m. Monday thru Friday and 8 a.m. to 12 p.m. on Saturdays. After hours, Contractor's customer service team can be reached by calling Contractor's office and speaking with Contractor's answering service. The answering service can reach every member of Contractor's dispatch and customer service department by cell phone 24 hours a day.

2.4.3. Contractor is available to respond to issues and make deliveries seven (7) days a week.

2.4.4. Contractor maintains fuel inventory at all Distribution Facilities and Cardlocks, enabling them to make deliveries if there are product outages at the terminals or if the pipelines are down.

2.4.5. If power outages occur, Contractor will pull fuel from its own locations with its own power to ensure Participating Agencies still have fuel.

2.4.6. Contractor has experience and contacts with the State of California Department of Transportation (CalTrans) allowing their trucks highway access during road closures due to snow conditions, for deliveries in emergency situations.

2.4.7. Contractor has Forest Service contracts for forest fires and Contractor's drivers are trained to continue delivery of product to fire crews during forest fires.

2.4.8. Contractor employs local drivers who live in the communities they deliver in, enabling delivery of product to Participating Agencies any time of day on very short notice.

2.4.9. Contractor will provide extra fueling equipment such as tanks and pumps to Participating Agencies to utilize during potential emergencies to help provide additional storage onsite to fuel vehicles and emergency generators.

2.4.10. In the case of an emergency, Contractor will provide priority delivery to Participating Agencies under this Agreement.

2.5. Subcontractors

2.5.1. Contractor will not utilize the services of any subcontractors for any work to be performed through the duration of this contract.

EXHIBIT A-1

Supplemental Scope of Work – Delivery Requirements

1. General Delivery Requirements

1.1. Contractor shall perform all deliveries to Participating Agency locations in a safe and professional manner. Participating Agencies shall reserve the right to add or delete delivery locations as-needed during the course of the subcontract(s).

1.2. Contractor shall be solely responsible for ensuring that its vehicles/equipment have all the necessary attachments (pumps, hoses, etc.) required to deliver and dispense fuel into the storage tanks at each delivery location. Contractor's equipment shall be in good working order and all personnel shall be appropriately trained in safety matters to preclude accidents endangering Participating Agency personnel, property, or members of the public. Contractor must ensure all hoses and all coupler fittings are sufficiently tightened when in use. Product that leaks from hoses or coupler connections must be cleaned and removed by the Contractor at the Contractor's sole expense, including product in spill containers.

1.3. Contractor shall ensure that deliveries are made as often as requested and within the delivery times stated herein to all Participating Agency delivery locations, regardless of weather conditions.

1.4. All deliveries must be made in less than twenty-four (24) hours after an order is placed unless otherwise specified by the ordering Participating Agency.

1.5. Contractor is solely responsible to verify delivery hours with the Participating Agency before delivering the product. If a delivery cannot be completed within the time frame requested by the Participating Agency, Contractor must notify the Participating Agency within 12 hours of scheduled delivery time.

1.6. Deliveries may be made to locations on secure grounds requiring access clearances for delivery drivers. It is the Contractor's sole responsibility to contact the secure location for specific security clearance procedures, hours of operation for deliveries and service, dress code, and other rules for delivery.

1.7. Contractor may be required to make emergency on-site or weekend deliveries upon special request by a Participating Agency. Emergency deliveries are defined as deliveries requested outside of 7:00 a.m. to 5:00 p.m. (Pacific Standard Time), Monday through Friday (excluding agency-observed holidays). Weekend deliveries shall be defined as deliveries requested from 5:01 p.m. Friday through 6:59 a.m. the following Monday. If a delivery is scheduled on an agency-observed holiday, the delivery is considered a weekend delivery for billing purposes. No additional charges or fees shall be accepted or paid by a Participating Agency for such deliveries.

2. Requirements for Bulk Gasoline, Bulk Diesel, and #2 Red-Dyed Diesel Fuel

2.1. Deliveries shall be made within twenty-four (24) hours after receipt of an order from the Participating Agency.

2.2. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Contractor elects to make that delivery in vehicle of lesser capacity, the Contractor shall not charge more than the truck and trailer prices prevailing at the time of delivery.

2.3. All deliveries shall be made in metered trucks that are compatible with the Participating Agency's storage tanks. Temperature correction of delivered products shall not be allowed. Invoices and payments shall be for gross gallons delivered.

2.4. All fuel deliveries shall be accompanied by a drop tag stating the tank size, reading, quantity delivered, point of delivery and signature of delivering driver, and specify whether the delivery was a bobtail or truck and trailer delivery.

2.5. At the time each delivery is made, the Contractor's driver may be required to draw a one (1) gallon sample from the truck and leave the sample with the Participating Agency's staff receiving the delivery. The sample container will be furnished by the Participating Agency. The Participating Agency reserves the right to send the fuel sample to an independent testing laboratory for analysis at any time. Should the fuel test analysis indicate that the fuel does not meet the specifications listed herein, the Contractor may be required to remove and replace the product at the Contractor's expense. Continued failure to deliver product meeting the specifications listed herein may be cause for cancellation of this Agreement and any sub-agreement.

3. Requirements for Renewable Diesel

3.1. The following terms are applicable to Renewable Diesel delivery:

3.1.1. In the case that shipment or delivery of Renewable Diesel is delayed or unavailable for distribution, Contractor must identify unavailability within 24 hours through written or electronic notice on the Participating Agency's billing invoice. Once Renewable Diesel product is available for shipment Contractor must provide written or electronic notice of availability on Participating Agency's billing invoice. Contractor must notify the SACOG Contract Administrator in the case shipment or delivery of Renewable Diesel is delayed by five (5) calendar days or more to any Participating Agency.

3.1.2. In the event there is more than one lapse in supply of Renewable Diesel over the course of five (5) calendar days, a Participating Agency may obtain Renewable Diesel from the reserve supplier.

3.1.3. If the Contractor is unable to supply Renewable Diesel within fourteen (14) calendar days, then the Participating Agency can elect to obtain Renewable Diesel from reserve supplier and discontinue obtaining Renewable Diesel from the Contractor for the remainder of the term of the Agreement.

EXHIBIT A-2

Supplemental Terms and Conditions – Pricing

1. Pricing

1.1. All Categories

1.1.1. Contractor's pricing shall be Free-on-Board (FOB) Destination, freight prepaid and assumed by the Contractor, and exclusive of all taxes or surcharges. Contractor shall provide firm, fixed margins, bobtail and delivery point differentials, and unit prices for the products listed in this contract for the initial contract period of three (3) years from the date this bid is awarded, with the option to negotiate for an additional two years.

1.2. Provisions Specific to Bulk Gasoline and Diesel Fuel, #2 Red-Dyed Diesel Fuel

1.2.1. The contract pricing shall be based on two factors: the average Sacramento unbranded daily rack price reported by the Oil Price Information Service (OPIS) and the Contractor's margin (along with any applicable bobtail and delivery point differentials). The formula below outlines the contract price per gallon to be paid by the Participating Agencies.

OPIS "Unbranded Rack Average" + Contractor's Margin = Total Price Per Gallon.

1.2.2. The Contractor's margin, including bobtail and delivery point differentials, shall represent purchases that are FOB Destination, freight prepaid and assumed by the Contractor to the Participating Agencies' delivery locations. The Contractor's margin and differentials shall be exclusive of all taxes and surcharges. Applicable taxes and surcharges shall be listed separately in the Contractor's response as well as on the resulting invoices. Some agencies are exempt from Federal Excise Tax for purchases of unleaded and diesel fuels. The Contractor shall be responsible to provide the Participating Agencies with any necessary exemption certificates to be completed prior to the award of the sub-agreement(s).

1.2.3. The Contractor shall be solely responsible for distributing an electronic copy (via email) of the daily OPIS report to each of the Participating Agencies. The daily OPIS report shall show at a minimum the daily average rack prices for the gasoline and diesel products specified herein for the Sacramento area.

1.3. Renewable Diesel Pricing

1.3.1. Pricing will be based on two factors: Oil Price Information Service (OPIS) spot 'Unbranded Daily Rack Average" and Hunt & Sons LLC's margin (along with any applicable bobtail and delivery point differentials) for each location. The contractor margins and delivery locations are shown attached within Exhibit "A-10"Pricing sheet.

The OPIS UNBRANDED DAILY RACK AVERAGE WITH CAR price per gallon of R-99 Renewable Diesel is based on the wholesale "OPIS GROSS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, at "Early Day (9:00 am EST). Contract Price Daily Issue of the Oil Price Information Service (OPIS). During the term of this Contract, the prices for the R-99 Renewable Diesel furnished hereunder may be adjusted only in the manner set forth herein. Prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the "UNBRANDED DAILY RACK AVERAGE WITH CAR" price of "OPIS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for Sacramento, CA, as shown in the 9 AM Contract Price Daily Issue of the OPIS issued on the date of delivery, plus Contractor's margin.

OPIS price sourcing ULS Diesel #2 + ULS Diesel #2 Contractor's Margin = Composite Price

If the OPIS publication is modified to include R-99 renewable diesel fuel, then SACOG reserves the right to re-establish the base price calculation method.

1.3.2. Those agencies who have signed Exhibit E, Form of Agency Participating Sub-Agreement, and all departments associated, may opt to procure Renewable Diesel as an alternative to Petroleum Diesel on request at the locations identified within the Petroleum Diesel tabulation of the Hunt & Sons Inc. Pricing Sheet. Those Participating Agencies will have the ability to begin deliveries of Renewable Diesel after the scope of work is first approved by Contractor. All locations not identified on the original Hunt & Sons LLC. Pricing Sheet must first be approved by Contractor before any delivery begins.

In the instance the Renewable Diesel is unable to be sourced by contractor, Participating Agencies can choose to source with the alternate Renewable Diesel provider under Contract or they can choose to source standard petroleum diesel to those sites regularly scheduled for Renewable Diesel deliveries. Contractor will contact the Participating Agency before any delivery begins. Pricing for the petroleum diesel will be based off the original margins displayed within the Exhibits "A-4" Pricing Sheet.

2. Account Set-Up and Payment Information

2.1. Contractor shall establish and maintain individual accounts with unique account numbers for each Participating Agency, and its departments and divisions at the time they execute a separate sub-agreement with the Contractor.

2.2. At a minimum, all invoices shall include the following information: the blanket purchase order number, customer account number (refer to Section 2.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that products were delivered, number of gallons delivered/dispensed or quantity of each product, Contractor's margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. Contractor must invoice each account separately.

Contractor shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by Participating Agency.

2.3. The Participating Agency shall pay the Contractor only the margins/pricing specified in the Contractor's response. Such amount will be due and payable upon receipt of an invoice by the Participating Agency with the appropriate information specified in Section 2.2, above. Contractor shall provide a copy of the daily OPIS price information sheet for each order delivered with each billing statement. Participating Agencies will not accept or pay any emergency response premiums, administrative surcharge costs, or any other surcharges not identified in the Contractor's response. Charges imposed by the State of California or the Federal Government after the proposal has been awarded will be honored.

3. Quality Assurance Provisions

3.1. Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from the Participating Agency.

3.2. The Contractor shall ensure that all trucks, railcars, and vessels shall be drained, cleaned, and inspected prior to loading if the previous load contained other petroleum product(s) that would contaminate the desired fuel product.

4. Product Labeling and Emergency Response

4.1. Prior to the first delivery of product, Contractor shall provide each Participating Agency with a Material Safety Data Sheet (MSDS) provided for each of the products awarded to the Contractor and all other chemicals intentionally added into the product including additives. Contractor shall be responsible for immediately providing the Participating Agency with any updated or revised MSDS sheets throughout the term of the resulting agreement(s).

4.2. Twenty-four (24) hour emergency response must be provided by the Contractor. Prior to the first delivery, the Contractor shall provide each Participating Agency with a list of emergency contact persons and a twenty-four (24) hour company telephone number in the event that a fire or other event occurs and the Participating Agency is in need of telephone consultation regarding the Contractor's product(s).

4.3. Contractor shall be responsible for any spills or other incidents involving its product(s) during delivery, up to and including the off-loading process, when the Contractor's product is transferred into the Participating Agency's tank(s). Contractor's drivers shall be fully trained by the Contractor in chemical safety.

5. Safety Requirements

5.1. Contractor agrees to perform all dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees to accept sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State

or other legal requirements at all times. These requirements may include, but are not limited to, full compliance with the terms of the applicable Federal O.S.H.A. and State of California O.S.H.A. Safety Orders so as to protect all persons, including Participating Agency employees, agents of the Participating Agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

During performance and upon completion of services, Contractor shall remove all unused equipment, supplies, instruments of service, all excess or hazardous material, trash, and legally dispose of them. Contractor shall leave the Participating Agency's delivery location in neat, clean, and acceptable condition meeting their expectations.

6. Insurance Requirements

6.1. Contractor shall furnish evidence of insurance, including required endorsements, to each Participating Agency, demonstrating proof of coverage in the amounts as specified in this Agreement, upon request. Each Participating Agency may require different coverage levels than specified in this Agreement, which will only apply to that agency.

Proof of Insurance must include all applicable endorsements pursuant to Participating Agency's specific insurance requirements and include policy numbers. Blanket endorsements may be rejected.

Failure to comply with insurance and endorsement requirements may result in the termination of this Agreement. All costs of complying with the insurance and applicable required endorsements are included in Contractor's pricing as listed in this Agreement.

7. Allocation

7.1. It is understood that the Contractor's obligation to perform is subject to modification and reduction in accordance with any federal, state or local government program governing the allocation of products by the seller, which may occur during the term of the contract. The Contractor shall take any necessary measures to ensure delivery of sufficient quantities of products to each of the Participating Agencies in accordance with said regulations.

7.2. In the event of such programs, the Participating Agencies reserve the right to terminate their respective sub-agreements on the effective date of the allocation program.

8. Records

8.1. Contractor shall maintain accurate, complete, detailed records of each Participating Agency's total number of purchases. Records must have capability to be filtered/sorted by agency department, product, delivery date, and delivery location.

9. Licenses and Permits

9.1. Contractor will possess and keep in effect for the duration of the Contract any licenses and permits necessary to perform the contracted services. Contractor shall be licensed to do business in the State of California.

EXHIBIT A-3

Specifications

1. General Specifications

1.1. The products listed in this Agreement shall meet all applicable Federal, State, and local government laws and environmental requirements and regulations, including but not limited to, the California Air Resources Board (CARB), the laws, regulations, and standards of the American Society of Testing and Materials, and industries law, codes, requirements, standards, and guidelines currently in force and any of those put in force during the term of the resulting contract period(s). The products shall also conform with the State of California specifications (or applicable updates as they may apply). Contractor shall be responsible for ensuring that the products delivered to each Participating Agency comply with all such laws, regulations, and requirements.

1.2. Contractor may elect to purchase products from major refineries or other reliable sources to obtain the lowest available prices. It is the Contractor's sole responsibility to manage purchases from available sources to maintain its ability to supply products to the Participating Agencies.

2. Specifications for Automotive Oil and Fuel Products

2.1. Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.

2.2. Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to the Participating Agency.

2.3. Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.

2.4. The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.

2.5. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

3. Specifications for Diesel Fuel

3.1. Diesel fuel must be suitable for on-highway use.

3.2. Diesel fuel must be suitable for use in diesel engines operating in industrial and heavy mobile (vehicle) service. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4143.

3.3. Diesel fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the Contractor's company to supply this fuel to the Participating Agency.

3.4. Diesel fuel shall have a minimum Ctrain rating of 53 unless otherwise specified herein.

3.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

3.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

4. Specifications for Ethanol E-85 Fuel

4.1. Ethanol E-85 fuel covers a fuel blend, nominally 85 volume % denatured fuel ethanol and nominally 15 volume % hydrocarbons for use in ground vehicles with automotive spark-ignition engines.

4.2. Ethanol E-85 fuel shall meet the CARB requirements of CCR Title 13, Division 3, Chapter 5, Article 3, Section 2292.4, Specifications for E-85 Fuel Ethanol, or the Contractor shall obtain a test program exemption from the California fuel specifications for E-85 from CARB.

4.3. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. Specifications for R-99 Renewable Diesel Fuel

5.1. The fuel delivered must be at least 99% renewable diesel and meet the latest versions of the following specifications and standards.

5.2. "Renewable Diesel" means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

5.3. The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149.

The renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB.

The renewable diesel fuel must meet a CARB approved Certified Pathway with a carbon intensity (CI) no more than 40 gCO2e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486 The CI is a method of quantifying the overall carbon impact of a fuel as defined by the California Air Resources Board Low Carbon Fuel Standard (LCFS). It is the supplier's responsibility to provide documentation acceptable to the participating agency.

5.4. SACOG and Participating Agency may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975 and ASTM-D6866 utilizing Carbon 14 dating to verify the percentage of bio-based of a fuel and petroleum.

5.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

5.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resign, or deposits.

EXHIBIT A-4
PRICE LIST

Note: May 7, 2024 used as price for Gasoline, Ultra Low Sulfur Diesel #2, Dyed Ultra Low Sulfur Diesel #2, Ethanol and Renewable.

SACOG

BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Roseville		335,000	3.4547	(0.1190)			$ 3.3357	$ 1,117,460	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **City of Roseville** Locations		33,500				0.0490		$ 1,642	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	One - 10,000 (BG)				-				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Golf Course Maintenance Yard Diamond Oaks Golf Course 349 Diamond Oaks Rd., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Police/Fire Departments - 401 Oak Street, Roseville	One - 1,000 (AG)				0.0900				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Rocklin		106,000	3.4547	(0.1190)			$ 3.3357	$ 353,584	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Rocklin** Locations		10,600				0.0490		$ 519	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	One - 12,000 (AG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Folsom		121,000	3.4547	(0.1190)			$ 3.3647	$ 407,129	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Folsom** Locations		12,100				0.0490		$ 593	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corporation Yard 1300 Leidesdorff Street, Folsom (95630)	One - 4,000 (AG)				0.0290				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fire Department #35 (2 Section Tank) 535 Glenn Drive, Folsom (95630)	One - 500 (AG)				0.0290				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
SMUD		170,000	3.4547	(0.1190)			$ 3.3647	$ 571,999	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - SMUD Locations		17,000				0.0490		$ 833	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
U.S. Highway 40 Pollock Pines, CA 95725	One - 6,000 (BG)				0.0290				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of San Joaquin		600,000	3.4547	(0.1190)			$ 3.3357	$ 2,001,420	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - San Joaquin Locations		60,000				0.0590		$ 3,540	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Public Works - 1810 E Hazelton Ave, Stockton, (95205)	One - 15,000 (BG)				-				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sheriff - 7000 Michael N Canlis Blvd, French Camp, (95231)	One - 25,000 (BG)				-				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Downtown Garage - 121 N San Joaquin St., Stockton, (95202)	One - 10,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Stockton Airport - 7422 S Lindbergh, Stockton, (95206)	One - 500 (AG)				0.0890				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Ag Center - 2101 E Earhart Ave, Stockton, (95206)	One - 6,000 (AG)				0.0290				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
SJ General Hospital - 500 W Hospital Dr, French Camp, (95231)	One - 500 (AG)				0.0890				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Micke Grove Park - 11793 N Micke Grove Rd, Lodi, (95240)	One - 500 (AG)				0.0890				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Oak Grove Park - 4520 W 8 Mile Rd, Stockton, (95209)	One - 1,000 (AG)				0.0890				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Galt		105,000	3.4547	(0.1190)			$ 3.3897	$ 355,919	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Galt** Locations		10,500				0.0490		$ 515	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard Annex - 550 Elm Avenue, Galt (95632)	One - 2,000 (AG)				0.0540				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Butte		149,100	3.4547	(0.1190)			$ 3.3897	$ 505,404	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **County of Butte** Locations		14,910				0.0490		$ 731	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Neal Road Landfill - 1023 Neal Road, Paradise (95969)					0.0540				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Sacramento		1,700,000	3.4547	(0.1190)			$ 3.3597	$ 5,711,490	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **City of Sacramento** Locations		170,000				0.0390		$ 6,630	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One - 2,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Meadowview Fleet Service - 2812 Meadowview Road, Sacramento (95832)	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	Two - 12,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Kinney Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Rooney Police Substation - 5303 Franklin Blvd., Sacramento (95820)	Two - 12,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sutters Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 1 - 624 Q Street, Sacramento (95811)					0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Richards Police Facility - 300 Richards Blvd., Sacramento (95811)	One - 8,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sacramento Marina - 270 Marina View Drive Sacramento (95818)	One - 15,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 2 - 1229 I Street, Sacramento (95814)					0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 3 - 7208 W. Elkhorn Blvd., Sacramento (95837)					0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Water Dept. 35th Ave. Parking - 1395 35th Ave., Sacramento (95822)									PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Sacramento		1,016,000	3.4547	(0.1190)			$ 3.3357	$ 3,389,071	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **County of Sacramento** Locations		101,600				0.0390		$ 3,962	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bradshaw 9661 Conservation Road Sacramento, CA 95827	One - 20,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Area Transfer Station 4450 Roseville Road North Highlands, CA 95660	One - 6,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Kiefer Landfill 12701 Kiefer Blvd. Sacramento, CA 95683	One - 2,500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Regional Treatment Plant (SRWTP) 8521 Laguna Station Road Elk Grove, CA 95758	Two - 4,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Downtown Garage - 725 7th Street Sacramento, CA 95814	One - 20,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Garage - 5510 Garfield Avenue Sacramento, CA 95841	One - 6,000 (BG) One - 15,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Garage - 9250 Bond Road Elk Grove, CA 95624	Two - 10,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Florin Garage - 7000 65th Street, Suite B Sacramento, CA 95823	One - 6,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829	One - 4,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Marconi Station (Scheduled to close late 2014) 2535 El Sutton Lane Sacramento, CA 95821	One - 6,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sacramento Metropolitan Fire District		50,000	3.4547	(0.1190)			$ 3.3597	$ 167,985	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - Sacramento Metropolitan Fire District Locations		5,000				0.0390		$ 195	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fleet - 4425 Dudley Blvd. McClellan, CA (95652)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Logistics - 3012 Gold Canal Dr Rancho Cordova, CA (95670)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 21 - 7641 Greenback Ln Citrus Heights CA (95610)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 25 - 7352 Roseville Rd. Sacramento, CA (95842)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 32 - 8890 Roediger Lane Fair Oaks, CA (95628)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 50 - 8880 Gerber Rd Sacramento, CA (95828)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 55 - 7776 Excelsior Road Sacramento, CA (95829)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

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Station 58 - 7250 Sloughouse Rd Elk Grove, CA	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 106 - 2200 Park Towne Circle Sacramento, CA (95825)	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 109 - 5634 Robertson Ave Carmichael, CA (95608	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 111 - 6609 Rio Linda Blvd Rio Linda, CA (95673)	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Los Rios Community College District		30,000	3.4547	(0.1190)			$ 3.3597	$ 100,791	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Los Rios Community College District** Locations		3,000				0.0390		$ 117	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
American River College - 4700 College Oak Dr., Sacramento (95841)	One - 2,000 (BG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Cosumnes River College - 8401 Center Pkwy, Sacramento (95823)	One - 2,000 (BG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sacramento City College - 3835 Freeport Blvd., Sacramento (95822)	One - 2,000 (BG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Suan Juan Water District		17,000	3.4547	(0.1190)			$ 3.3597	$ 57,115	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **San Juan Water District** Locations		1,700				0.0390		$ 66	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)					0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Yuba City		5,000	3.4547	(0.1190)			$ 3.4047	$ 17,024	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Yuba City** Locations		500				0.0590		$ 30	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
1185 Market Street Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
701 Northgate Drive Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
302 Burns Drive Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

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824 Clark Avenue Yuba City, (95991)	One - 250 (AG)				0.0690				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Davis		98,000	3.4547	(0.1190)			$ 3.3357	$ 326,899	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Davis** Locations		9,800				0.0390		$ 382	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fuel Facility - 1717 Fifth St., Davis (95616)	Two. - 10,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
UC Davis		300,000	3.4547	(0.1190)			$ 3.3357	$ 1,000,710	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **UC Davis** Locations		30,000				0.0390		$ 1,170	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
University of California, Davis One Shields Avenue Davis, CA (95616)	One - 12,000 (BG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
SRCSD		48,400	3.4547	(0.1190)			$ 3.3357	$ 161,448	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **SRCSD** Locations		4,840						$ -	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
SRCSD - 8521 Laguna Station Rd., Elk Grove (95758)	One - 3,600 (AG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Tahoe Public Utilities District		16,000	3.4547	(0.1190)			$ 3.3947	$ 54,315	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **SRCSD** Locations		1,600				0.0690		$ 110	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Tahoe PUD - 875 National Ave, Tahoe Vista, CA 96148	One - 1,000 (AG)				0.0590				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Sutter Water District		9,000	3.4547	(0.1190)			$ 3.3947	$ 30,552	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential -South Sutter Water District Locations		900				0.0490		$ 44	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

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Fuel Tank Station - 2464 Pacific Avenue, Trowbridge (95659)	(AG)				0.0590				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Placer		450,000	3.4547	(0.1190)			$ 3.3847	$ 1,523,115	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **County of Placer PW** Locations		45,000	3.4547			0.0390		$ 1,755	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Lincoln Corp. Yard - 401 Oak Tree Lane, Lincoln	Two - 1,000 (AG)		-		0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
County Service Station - 11448 F Ave., Auburn	Two - 8,000 (AG)		-		0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Foresthill Yard - 22700 Foresthill Road, Foresthill	One - 1,000 (AG)		-		0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Colfax Corp. Yard - 1133 South Auburn Road, Colfax	One - 1,000 (AG)		-		0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
CALFIRE/PCFD Alta Station - Corner of Bonny Nook & Ridge Road, Alta	One - 250 (AG)				0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
CALFIRE/PCFD Sunset West - 1300 Athens Ave., Lincoln	One - 1,000 (AG)				0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
CALFIRE/PCFD Dry Creek - 8350 Cook Riolo Road, Roseville	One - 500 (AG)				0.0490				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Elk Grove		142,200	3.4547	(0.1190)			$ 3.3357	$ 474,337	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - City of Elk Grove Locations		14,220				0.0390		$ 555	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Elk Grove Fleet Facility - Elk Grove, CA 95624	One. - 12,000 (AG)								PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Town of Truckee		10,000	3.4547	(0.1190)			$ 3.3997	$ 33,997	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Town of Truckee** Locations		1,000				0.0490		$ 49	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard #1 - 10720 Riverview Dr., Truckee (96161)	One. - 2,000 (AG)				0.0640				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Public Service Center - Corp. Yard #2 10969 Stevens Lane, Truckee (96161)	One - 6,000 AG)				0.0640				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

SACOG
BULK GASOLINE, DIESEL FUEL, AND RELATED PRODUCTS
BID PRICING WORKSHEET

Category A - Gasoline, Unleaded (87 Octane) Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Cosumnes Community Services District		60,000	-	(0.1190)			$ (0.0950)	$ (5,700)	**PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **Cosumnes Community Services District**		6,000				0.0390		$ 234	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 71 - 8760 Elk Grove Blvd, Elk Grove	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 72 - 10035 Atkins Dr, Elk Grove	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 74 - 6501 Laguna Park Dr, Elk Grove	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 45 - 229 5th St, Galt	One - 500 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fleet - 10573 East Stockton Blvd, Elk Grove	One - 1,000 (AG)				0.0240				PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
									PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
					Estimated Invoice Fee Total:				
INVOICE TERMS: 1/2% Days	Total Gallons	**5,537,700**	**Admin Fee:**		$ 35,995.05			**$ 18,385,200**	

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Roseville		503,000	3.4350	(0.0890)			$ 3.3460	$ 1,683,038	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **City of Roseville** Locations		50,300				0.0490		$ 2,465	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corporate Yard - 2005 Hilltop Circle, Roseville (95747)	Two - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Golf Course Maintenance Yard - Diamond Oaks Golf Course 349 Diamond Oaks Rd., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Police/Fire Departments - 401 Oak Street, Roseville	One - 2,000 (BG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Water Treatment Plant - 9342 Barton Road, Roseville	One - 300 (AG) One - 50 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Dry Creek Wastewater Treatment Plant - 1800 Booth Road, Roseville	Two - 500 AG) One - 10,000 (BG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Dual Purpose Pump Station - 1401 East Roseville Pkway, Roseville	One - 2,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Westside Tank - 4501 Westpark Dr, Roseville	One - 3,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 2 - 1398 Junction Blvd., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 3 - 1300 Cirby Way, Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 4 - 1900 Eureka Road, Roseville	One - 1,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 5 - 1565 Pleasant Grove, Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 6 - 1430 E. Roseville Pkwy., Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 7 - 911 Highland Point Drive, Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Fire Station No. 9 - 2451 Hayden Parkway Roseville	One - 500 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Rocklin		10,000	3.4350	(0.0890)			$ 3.3460	$ 33,460	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Rocklin** Locations		1,000				0.0490		$ 49	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Rocklin Corp. Yard - 4081 Alvis Ct., Rocklin (95677)	One - 12,000 (AG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Folsom		210,000	3.4350	(0.0890)			$ 3.3700	$ 707,700	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Bobtail Differential - **Folsom** Locations		21,000				0.0490		$ 1,029	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corporation Yard - 1300 Leidesdorff Street, Folsom (95630)	One - 2,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fire Department #35 (2 Section Tank) 535 Glenn Drive, Folsom (95630)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Galt		5,000	3.4350	(0.0890)			$ 3.3750	$ 16,875	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Galt** Locations		500				0.0490		$ 25	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard Annex - 550 Elm Avenue, Galt (95632)	One - 1,000 (AG)				0.0290				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SMUD		420,000	3.4350	(0.0890)			$ 3.3850	$ 1,421,700	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - SMUD Locations		42,000				0.0490		$ 2,058	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	(AG)				0.0390				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
U.S. Highway 40 Pollock Pines, CA 95726	(AG)				0.0640				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
74444 Ice House Road Riverton, CA 95726	(AG)				0.0740				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Sacramento		20,000	3.4350	(0.0890)			$ 3.3460	$ 66,920	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Sacramento** Locations		2,000				0.0390		$ 78	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One - 15,000 (AG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Meadowview Fleet Service - 2812 Meadowview Road, Sacramento (95832)	Two - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Kinney Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sutters Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (AG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 1 - 624 Q Street, Sacramento (95811)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 2 - 1229 I Street, Sacramento (95814)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 3 - 7208 W. Elkhorn Blvd., Sacramento (95837)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Water Dept. 35th Ave. Parking - 1395 35th Ave., Sacramento (95822)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Sacramento		50,000	3.4350	(0.0890)			$ 3.3460	$ 167,300	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **County of Sacramento** Locations		5,000				0.0390		$ 195	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bradshaw 9661 Conservation Road Sacramento, CA 95827	Two - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Area Transfer Station - 4450 Roseville Road North Highlands, CA (95660)	One - 20,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North County Corporation Yard - 5026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Regional Treatment Plant (SRWTP) - 8521 Laguna Station Road Elk Grove, CA 95758	One - 4,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829	One - 2,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sacramento Metropolitan Fire District		260,000	-	(0.0890)			$ (0.0650)	$ (16,900)	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Sacramento Metropolitan Fire District** Locations		26,000				0.0390		$ 1,014	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fleet - 4425 Dudley Blvd. McClellan, CA (95652)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Logistics - 3012 Gold Canal Dr Rancho Cordova, CA (95670)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 21 - 7641 Greenback Ln Citrus Heights CA (95610)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 23 - 6421 Greenback Lane Citrus Heights, CA (95621)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 22 - 6248 Nut Ave Orangevale, CA (95662)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 25 - 7352 Roseville Rd. Sacramento, CA (95842)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 26 - 8000 Palmerson Drive Antelope, CA (95842)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 29 - 8681 Greenback Ln Orangevale, CA (95662)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 32 - 8890 Roediger Lane Fair Oaks, CA (95628)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 41 - 6900 Thomas Dr N Highlands, CA (95660)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 50 - 8880 Gerber Rd Sacramento, CA (95828)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 55 - 7776 Excelsior Road Sacramento, CA (95829)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Station 58 - 7250 Sloughouse Rd Elk Grove, CA	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 65 - 11201 Coloma Rd Rancho Cordova, CA (95670)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 66 - 3180 Kilgore Rd Rancho Cordova, CA (95670)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 106 - 2200 Park Towne Circle Sacramento, CA (95825)	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 109 - 5634 Robertson Ave Carmichael, CA (95608	One - 1,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 111 - 6609 Rio Linda Blvd Rio Linda, CA (95673)	One - 500 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Elk Grove Unifed School District		390,000	3.4350	(0.0890)			$ 3.3460	$ 1,304,940	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - Elk Grove Unified School **District** Locations		39,000				0.0390		$ 1,521	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
8421 Gerber Rd, Sacramento, (95828)	Three - 10,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
8800 Elk Grove Blvd, Elk Grove, (95624)	One - 10,000 (BG) One - 5,000 (BG)								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
San Juan Unified School Districit		200,000	3.4350	(0.0890)			$ 3.3950	$ 679,000	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **San Juan Water District** Locations		20,000				0.0390		$ 780	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard - 9935 Auburn Folsom Rd., Granite Bay (95746)					0.0490				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Yuba City		5,000	3.4350	(0.0890)			$ 3.4150	$ 17,075	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Yuba City** Locations		500				0.0590		$ 30	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
1185 Market Street Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
701 Northgate Drive Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
302 Burns Drive Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
824 Clark Avenue Yuba City, (95991)	One - 750 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
795 Lincoln Road Yuba City, (95991)	One - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
150 Ohleyer Road Yuba City, (95993)	One - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
2855 Butte House Road Yuba City, (95993)	One - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Davis		23,000	3.4350	(0.0890)			$ 3.4050	$ 78,315	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Davis** Locations		2,300				0.0390		$ 90	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fuel Facility 1717 Fifth St., Davis (95616)	One - 2,500 (BG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Placerville		4,400	3.4350	(0.0890)			$ 3.3460	$ 14,722	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - City of Placerville Locations		440				0.0490		$ 22	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Elk Grove Fleet Facility - Elk Grove, CA 95624	One - 12,000								PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Tahoe Public Utilities District		11,000	3.4350	(0.0890)			$ 3.4050	$ 37,455	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **SRCSD** Locations		1,100				0.0690		$ 76	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Tahoe PUD - 875 National Ave, Tahoe Vista, CA 96148	One - (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SRCSD		7,500	3.4350	(0.0890)			$ 3.3850	$ 25,388	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **SRCSD** Locations		750				0.0490		$ 37	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SRCSD - 8521 Laguna Station Rd., Elk Grove (95758)	One - 3,600 (AG)				0.0390				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Placer County Water Agency		50,437	3.4350	(0.0890)			$ 3.4050	$ 171,738	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Placer County Water Agency** Locations		5,044				0.0490		$ 247	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
PCWA Corp. Yard - 498 Maidu Dr., Auburn (95603)	One - 1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
PCWA Business Center Campus - 185 Ferguson Rd., Auburn (95603)	One - 500 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
PCWA Foresthill Facility Center - 5825 Sunset Dr., Foresthill (95631)	One - 1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
PCWA Ralston Site 9600 Blacksmith Flat Rd., Foresthill (95631)	One - 500 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
PCWA French Meadows Site Northwest Side of Hell Hole Reservoir, Foresthill (95631)	One - 2,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Placer		292,000	3.4350	(0.0890)			$ 3.4050	$ 994,260	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category B - ULS Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Bobtail Differential - **County of Placer PW** Locations		29,200				0.0490		$ 1,431	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Lincoln Corp. Yard - 401 Oak Tree Lane, Lincoln	Two - 1,000 (AG)				0.0590				**PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75**
County Service Station - 11448 F Ave., Auburn	One - 8,000 (AG)				0.0490				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Foresthill Yard - 22700 Foresthill Road, Foresthill	Two - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Colfax Corp. Yard - 1133 South Auburn Road, Colfax	Two - 1,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Tahoe Corp. Yard - 2501 North Lake Blvd., Tahoe City	Two - 3,000 (AG)				0.0690				**PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Truckee Service Station - 910 Cabin Creek Road, Truckee	One - 4,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SMD #1 - 11755 Joeger Road, Auburn	One -1,000 (AG)				0.0590				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Truckee Road Yard - 745 Cabin Creek Road, Truckee	One -6,000 (AG)				0.0690				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Town of Truckee		120,000	3.4350	(0.0890)			$ 3.4100	$ 409,200	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Town of Truckee** Locations		12,000				0.0490		$ 588	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Tahoe/Donner Yard 14528 Northwoods Blvd., Truckee (96161)	One - 6,000 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard #1 10720 Riverview Dr., Truckee (96161)	Two - 3,000 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Public Service Center - Corp. Yard #2 10969 Stevens Lane, Truckee (96161)	Two - 7,000 AG)				0.0640				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Butte		147,100	-	(0.0890)			$ (0.0400)	$ (5,149)	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **County of Butte** Locations		14,710				0.0490			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Neal Road Landfill - 1023 Neal Road, Paradise (95969)	One - 1,200 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Public Works Corp Yard - 9 County Center Drive, Oroville (95965)	One - 8,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Paradise Public Works Corp Yard - 5912 Almond Street, Paradise 95969	One - 1,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Citrus Heights Water District		6,600	-	(0.0890)			$ (0.0350)	$ (231)	**PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **CHWD Locations**		660				0.0490		$ 32	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category B - ULS Diesel #2 Margin		Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE (gal)	INDICATE the SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR April 29th, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
Corp Yard - 6230 Greenback Lane, Citrus Heights		One - 1,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
										PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
						Estimated Invoice Fee Total:				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
INVOICE TERMS:	1/2% 20 Days		2,735,037		**Admin Fee:**	$ 17,777.74			**$ 7,823,918**	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category C - Red-Dyed Diesel #2 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon (excluding taxes)	EXT PRICE (including expected taxes)	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of Placer		22,000	3.4400	(0.0840)			$ 3.415	$ 75,130	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **County of Placer**		2,200				0.0399		$ 88	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Finance/Administration Bldg. (FAB) Dewitt Center 2950 Richardson Drive, Auburn	One - 1,500 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Building 210 - Dewitt Center 2819 Second St., Auburn	One - 50 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Auburn Main Jail and Kitchen-Dewitt Center 2775 Richardson Drive, Auburn	One - 500 AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Juvenile Detention - Dewitt Center 11280 B Avenue, Auburn	One - 100 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bldg. 501 Communications/IT - Dewitt Center 11295 B Avenue, Auburn	One - 900 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee:
Health & Human Services Bio Lab - Dewitt 11475 C Avenue, Auburn	One - 200 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Auburn Justice Center (Main Unit) - Dewitt 2929 Richardson Drive, Auburn	Two - 1,400 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Auburn Justice Center (Small Unit) - Dewitt 2929 Richardson Drive, Auburn	One - 50 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Cirby Hills Facility 101 Cirby Hills Drive, Roseville	One - 500 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Placer Justice Center Bldg. B 10810 Justice Center Drive, Roseville	One - 400 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Placer Adult Correctional Facility 10801 Go For Broke Road, Roseville	Three - 1,333 (AG)				0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Sutter Water District		4,300	3.4400	(0.0840)			$ 3.415	$ 14,685	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - South Sutter Water District Locations		430				0.0590		$ 25	AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee:
Fuel Tank Station - 2464 Pacific Avenue, Trowbridge (95659)					0.0590				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SRCSD		60,000	3.4400	(0.0840)			$ 3.405	$ 204,300	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **SRCSD** Locations		6,000				0.0490		$ 294	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SRCSD - 8521 Laguna Station Rd., Elk Grove (95758)	One - 4,500 (AG)				0.0490				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Roseville		30,000	3.4400	(0.0840)			$ 3.395	$ 101,850	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Roseville** Locations		3,000				0.0390		$ 117	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Pleasant Grove Wastewater Treatment Plant - 5051 Westpark Dr, Roseville	Two - 10,000 (AG)				0.0390				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Power Plant - 2155 Nicoles Drive, Rocklin	Two - 300 (AG)				0.0390				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Roseville Energy Park - 5120 Phillip Rd, Roseville	One - 1,500 (AG) One - 290 (AG)				0.0390				PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Yuba-Sutter transit Authority		280,000	3.4400	(0.0840)			$ 3.356	$ 939,680	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **Yuba-Sutter Transit Authority** Locations		28,000				0.0690		$ 1,932	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Corp. Yard - 2100 B Street, Marysville (95901)	One - 12,000 (AG)								PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category C - Red-Dyed Diesel #2 Margin		Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH, 2019	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon (excluding taxes)	EXT PRICE (including expected taxes)	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
	INVOICE TERMS:	1/2% 20 days								PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
		Total Gallons:	396,300		Admin Fee:	$ 2,575.95			$ 1,338,101	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category E - Ethanol E-85 Margin	Bulk Fuel Storage (# of Tanks) - (Gallons)	EST. ANNUAL USAGE	INDICATE THE 15% CBOT & 85% ETHANOL: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
City of Sacramento		50,000	-				$ -	$ -	**AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential -**City of Sacramento** Locations		5,000						$ -	PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Kinney Police Facility 3550 Marysville Blvd., Sacramento (95838)	One – 5,000 (BG)								PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Rooney Police Substation - 5303 Franklin Blvd., Sacramento (95820)	Two – 3,000 (BG)								PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Richards Police Facility - 300 Richards Blvd., Sacramento (95811)	One – 4,000 (AG)								PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sacramento Marina 270 Marina View Drive Sacramento (95818)	One – 4,000 (AG)								PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
SMUD		100,000	-				$ -	$ -	INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - SMUDLocations		10,000						$ -	INVOICE: Regulatory Compliance Fee: $15.75
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	XX - X,XXX (XX)								PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
INVOICE TERMS:				**CATEGORY E TOTAL:**					PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
	Total Gallons:	**150,000**	**Admin Fee:**	$ 975.00		**CATEGORY E TOTAL:**		**$ -**	PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75

Category H - Cardlock	OIL SPECIFICATION	UOM	EST. ANNUAL USAGE	Bidder's Location and Operating Schedule	Voyager Comdata or Wright Express Credit Card Compatibility? (enter all compatible times or state "none")	INDICATE THE UNLEADED (87): SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2019	INDACTE THE DIESEL: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH 2019	INDICATE THE DIESEL #2 RED-DYED: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	INDICATE THE 15% CBOT & 85% ETHANOL: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	Bidder's Margin	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
						$ 3.4547	$ 3.4350	$ 3.4400	$ 3.4350				
County of Sutter		TOTAL CARDS	270										
Various	Diesel	GAL	3,950	ocation Schedule	YES					0.10	$ 3.535	$ 13,963	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Various	Unleaded	GAL	132,550	ocation Schedule	YES					0.10	$ 3.555	$ 471,175	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of El Dorado		TOTAL CARDS	385										
Various	Diesel	GAL	15,729	ocation Schedule	YES					0.10	$ 3.535	$ 55,602	**PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Various	Unleaded	GAL	182,732	ocation Schedule	YES					0.10	$ 3.555	$ 649,557	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
Various	Diesel #2 - Red-Dyed	GAL	6,409	ocation Schedule	YES					0.10	$ 3.540	$ 22,688	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Yuba		TOTAL CARDS	75										
Various	Diesel	GAL	800	ocation Schedule	YES					0.10	$ 3.535	$ 2,828	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Various	Unleaded	GAL	22,173	ocation Schedule	YES					0.10	$ 3.555	$ 78,818	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of Yolo		TOTAL CARDS	385										
Various	Diesel	GAL	15,729	ocation Schedule	YES					0.10	$ 3.535	$ 55,602	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	182,732	ocation Schedule	YES					0.10	$ 3.555	$ 649,557	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
Various	Diesel #2 - Red-Dyed	GAL	6,409	ocation Schedule	YES					0.10	$ 3.540	$ 22,688	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
County of Nevada		TOTAL CARDS	200										
Various	Diesel	GAL	89,000	ocation Schedule	YES					0.10	$ 3.535	$ 314,615	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	163,000	ocation Schedule	YES					0.10	$ 3.555	$ 579,416	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
County of Amador		TOTAL CARDS	200										
Various	Diesel	GAL	23,000	ocation Schedule	YES					0.10	$ 3.535	$ 81,305	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	81,000	ocation Schedule	YES					0.10	$ 3.555	$ 287,931	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
SMUD		TOTAL CARDS	600										

Category H - Cardlock	OIL SPECIFICATION	UOM	EST. ANNUAL USAGE	Bidder's Location and Operating Schedule	Voyager Comdata or Wright Express Credit Card Compatibility? (enter all compatible times or state "none")	INDICATE THE UNLEADED (87): SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2019	INDACTE THE DIESEL: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29TH 2019	INDICATE THE DIESEL #2 RED-DYED: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	INDICATE THE 15% CBOT & 85% ETHANOL: SACRAMENTO UNBRANDED DAILY RACK AVERAGE PRICE REPORTED BY OPIS FOR APRIL 29th, 2018	Bidder's Margin	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
						$ 3.4547	$ 3.4350	$ 3.4400	$ 3.4350				
Various	Diesel	GAL	60,000	ocation Schedule	YES					0.10	$ 3.535	$ 212,100	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	210,000	ocation Schedule	YES					0.10	$ 3.555	$ 746,487	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
Various	E85	GAL	100,000	ocation Schedule	YES					0.10	$ 3.535	$ 353,500	PER GALLON: Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
Town of Loomis		TOTAL CARDS	35										
Various	Diesel	GAL	3,000	ocation Schedule	YES					0.10	$ 3.535	$ 10,605	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	5,000	ocation Schedule	YES					0.10	$ 3.555	$ 17,774	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
Various	Diesel #2 - Red-Dyed	GAL	2,000	ocation Schedule	YES					0.10	$ 3.540	$ 7,080	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
City of Placeville		TOTAL CARDS	49										
Various	Unleaded	GAL	26,500	ocation Schedule	YES					0.10	$ 3.555	$ 94,200	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
City of Woodland		TOTAL CARDS	266										
Various	Diesel	GAL	20,000	ocation Schedule	YES					0.10	$ 3.535	$ 70,700	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	80,000	ocation Schedule	YES					0.10	$ 3.555	$ 284,376	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
Various	Diesel #2 - Red-Dyed	GAL	20,000	ocation Schedule	YES					0.10	$ 3.540	$ 70,800	PER GALLON: Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
City of Lincoln		TOTAL CARDS	160										
Various	Diesel	GAL	30,000	ocation Schedule	YES					0.10	$ 3.535	$ 106,050	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	40,000	ocation Schedule	YES					0.10	$ 3.555	$ 142,188	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
San Juan Unified School District		TOTAL CARDS	159										
Various	Diesel	GAL	200,000	ocation Schedule	YES					0.10	$ 3.535	$ 707,000	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	30,000	ocation Schedule	YES					0.10	$ 3.555	$ 106,641	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
City of Yuba City		TOTAL CARDS	300										
Various	Diesel	GAL	10,000	ocation Schedule	YES					0.10	$ 3.535	$ 35,350	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452
Various	Unleaded	GAL	60,000	ocation Schedule	YES					0.10	$ 3.555	$ 213,282	PER GALLON: California Gas Excise Tax: $0.596 // Federal L.U.S.T & Superfund Tax: $0.00314 // CA AB#32: $0.00298
INVOICE TERMS: 1/2% 20 Days					Yes								
	Total Gallons:		390,619				Admin Fee:	$ 2,539.02				$ 6,463,879	

Renewable Diesel	Bulk Fuel Storage (# of Tanks) - (Gallons)	Est. Annual Usage	INDICATE THE SACRAMENTO UNBRANDED DAILY RACK AVERAGE ULS DIESEL #2 PRICE REPORTED BY OPIS FOR June 22, 2018.	BIDDER'S MARGIN	DELIVERY POINT DIFFERENTIAL	BOBTAIL DIFFERENTIAL	Estimated Price Per Gallon	EXT PRICE	INDICATE ALL OF THE ADDITIONAL FEES, SURCHARGES, AND TAXES THAT WILL BE CHARGED ON THE PARTICIPATING AGENCY'S INVOICES AND LIST HOW THE TAXES/FEES WILL BE INVOICED (PER GALLON, TRANSACTION, ETC.) as well as any other comments.
County of Sacramento		500,000	3.4350	(0.2290)			$ 3.2500	$ 1,603,000	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **County of Sacramento** Locations						0.0440			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bradshaw 9661 Conservation Road Sacramento, CA 95827	Two - 12,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Area Transfer Station 4450 Roseville Road North Highlands, CA 95660	One - 20,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Kiefer Landfill 12701 Kiefer Blvd. Sacramento, CA 95683					-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North County Corporation Yard 5026 Don Julio Blvd. Sacramento, CA 95842	One - 12,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
City of Sacramento		560,000	3.4350	(0.2290)			$ 3.2500	$ 1,795,360	**PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **City of Sacramento** Locations						0.0440			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
North Area Fleet Maintenance Facility 918 Del Paso Road, Sacramento (95834)	One - 15,000 (AG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Meadowview Fleet Service 2812 Meadowview Road, Sacramento (95832)	Two - 10,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
South Corp. Yard - 5730 24th Street Bldg. 1, Sacramento (95822)	One - 12,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Kinney Police Facility - 3550 Marysville Blvd., Sacramento (95838)	One - 12,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sutters Landing - 28th and A Street, Sacramento (95816)	One - 2,000 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 1 624 Q Street, Sacramento (95811)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 2 1229 I Street, Sacramento (95814)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Engine House No. 3 7208 W. Elkhorn Blvd., Sacramento (95837)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Water Dept. 35th Ave. Parking 1395 35th Ave., Sacramento (95822)					0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SMUD		260,000	-	(0.2290)			$ (0.1850)	$ (53,300)	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **SMUD** Locations						0.0440			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Mobile Fuel Truck, ECOC 4401 Bradshaw Road Sacramento, CA 95827	One - 1,200 (AG)				0.0240				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
U.S. Highway 40 Pollock Pines, CA 95726	Two - 6,000 (BG)				0.0640				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

74444 Ice House Road Riverton, CA 95726	One - 4,000 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
UC Davis		100,000	3.4350	**(0.2290)**			$ 3.2060	$ 320,600	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **UC Davis** Locations						-			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
University of California, Davis - One Shields Avenue Davis, CA (95616)	One - 12,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
County of San Joaquin		475,000	3.4350	**(0.2290)**			$ 3.2060	$ 1,522,850	PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Bobtail Differential - **County of San Joaquin** Locations						-			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Public Works - 1810 E Hazelton Ave, Stockton, (95205)	One - 15,000 (BG)				-				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Sheriff - 7000 Michael N Canlis Blvd, French Camp, (95231)	One - 6,000 (BG)				0.0340				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Stockton Airport - 7422 S Lindbergh, Stockton, (95206)	One - 1,000 (AG) One - 500 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Ag Center - 2101 E Earhart Ave, Stockton, (95206)	One - 2,000 (AG)				0.0640				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
SJ General Hospital - 500 W Hospital Dr, French Camp, (95231)	One - 500 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Micke Grove Park - 11793 N Micke Grove Rd, Lodi, (95240)	One - 500 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Oak Grove Park - 4520 W 8 Mile Rd, Stockton, (95209)	One - 500 (AG)				0.0740				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Cosumnes Community Services District		85,000	-	**(0.2290)**			$ (0.1850)	$ (14,875)	**PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75**
Bobtail Differential - **CCSD** Locations						0.0440			PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 71 - 8760 Elk Grove Blvd, Elk Grove	One - 1,000 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 72 - 10035 Atkins Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 73 - 9607 Bond Rd, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 74 - 6501 Laguna Park Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 75 - 2300 Maritime Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 76 - 8545 Sheldon Rd, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Station 77 - 8350 Poppy Ridge Dr, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75

Station 45 - 229 5th Street, Galt	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
Fleet - 10573 East Stockton Blvd, Elk Grove	One - 500 (AG)				0.0540				PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
									PER GALLON: California Diesel Excise Tax: $0.454 // Federal L.U.S.T. & Superfund Tax: $0.00314 // CA AB#32: $0.00452 // PER INVOICE: Regulatory Compliance Fee: $15.75
			Estimated Invoice Fee Total:						
	Total Gallons:	**1,980,000**	**Admin Fee:**	$	12,870.00			**$ 1,828,575**	

EXHIBIT B

LEVINE ACT DISCLOSURE STATEMENT AND GOVERNMENT CODE 1090

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

The following is a listing of all SACOG Board of Directors and Alternates, for 2024 as of 2/8/24:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Tim Schaefer
Gary Bradford	Jill Gayaldo	Suzanne Jones	Darren Suen
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Angela Teter
Pamela Bulahan	Martha Guerrero	Mike Kozlowski	Wendy Thomas
Trinity Burruss	Shon Harris	Jesse Loren	Mai Vang
Josh Chapman	Bruce Houdesheldt	Rich Lozano	Mayra Vega
Rich Desmond	Pat Hume	David Sander	Oscar Villegas
Alice Dowdin Calvillo	Rick Jennings	Michael Saragosa	

SACOG Alternate Directors:

Dan Flores	None	Bonnie Gore	Bret Daniels
Don Blaser	Bill Halldin	Patrick Kennedy	Bobbie Singh-Allen
Bruce Buttacavoli	Jeramy Chapdelaine	David Ring	Rick West
None	Dawnte Early	Sarah Aquino	Lori Parlin
Caroline McCully	Marc Boomgaarden	Bill Biasi	Eric Guerra
Will Arnold	Krista Bernasconi	Kevin Papineau	Tania Garcia Cadena
None	Eric Guerra	Donald Terry	Angel Barajas
Rachel Radell-Harris	Holly Andreatta	John Clerici	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

   ___ YES X NO If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any SACOG Director(s) in the three months following the award of the contract?

   ___ YES X NO If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

6/14/2024		Brad McGhee - Sales Manager
(DATE)	(SIGNATURE OF AUTHORIZED OFFICIAL)	(PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL)

Hunt & Sons, LLC
(PRINT LEGAL NAME OF ENTITY)

Rev. 04-15-2024

Government Code 1090 Disclosure

California Government Code Section 1090 prohibits public officials from having an economic interest in their agencies' contracts. This prohibition applies to elected and appointed officials as well as their alternates, the public agency's employees, or consultants participating in any way in the development or approval of the contract.

Accordingly, SACOG requires that all proposer's affirm that no SACOG Director, Alternate Director, or SACOG Employee, has an economic interest in the proposer's entity. Failure to disclose a financial interest subject to Government Code Section 1090 may result in any contract entered into with SACOG being void.

The following is a listing of all SACOG Directors and Alternates:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Tim Schaefer
Gary Bradford	Jill Gayaldo	Suzanne Jones	Darren Suen
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Angela Teter
Pamela Bulahan	Martha Guerrero	Mike Kozlowski	Wendy Thomas
Trinity Burruss	Shon Harris	Jesse Loren	Mai Vang
Josh Chapman	Bruce Houdesheldt	Rich Lozano	Mayra Vega
Rich Desmond	Pat Hume	David Sander	Oscar Villegas
Alice Dowdin Calvillo	Rick Jennings	Michael Saragosa	

SACOG Alternate Directors:

Dan Flores	None	Bonnie Gore	Bret Daniels
Don Blaser	Bill Halldin	Patrick Kennedy	Bobbie Singh-Allen
Bruce Buttacavoli	Jeramy Chapdelaine	David Ring	Rick West
None	Dawnte Early	Sarah Aquino	Lori Parlin
Caroline McCully	Marc Boomgaarden	Bill Biasi	Eric Guerra
Will Arnold	Krista Bernasconi	Kevin Papineau	Tania Garcia Cadena
None	Eric Guerra	Donald Terry	Angel Barajas
Rachel Radell-Harris	Holly Andreatta	John Clerici	

I affirm that none of the abovementioned individuals have a financial interest in

Hunt & Sons, LLC.

[Print Legal Name of Entity]

Signature of Authorized Official

Brad McGhee

Print Name

Sales Manager

Title

Rev. 4-15-24

EXHIBIT C

County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD

INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.

TYPE

Check the boxes that apply to Sacramento County's payments to you

☐ Goods ☐ Services ☐ Medical Services ☐ Legal Services ☐ Rents/Lease ☐ Other _____

PAYEE INFORMATION

NAME (as shown on your income tax return)

TRADE NAME OR DBA (if different from line 1)

MAILING ADDRESS (Number and Street or P.O. Box Number)

(City, State and Zip Code)

PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code)

ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)

FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS

Check appropriate federal tax classification

☐ **INDIVIDUAL OR SOLE PROPRIETOR (SSN)** ☐ **PARTNERSHIP (FEIN)** ☐ **ESTATE OR TRUST (FEIN)**

SSN is mandatory of all Individuals/Sole Proprietors by authority of CA. Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8

CORPORATION (FEIN): (MARK ONLY ONE TYPE):

☐ **C CORPORATION (FEIN)** ☐ **S CORPORATION (FEIN)**

LIMITED LIABILITY COMPANIES (LLC):

☐ **LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corportion S=S Corporation P=Partnership)** _____

☐ **GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)**

☐ **EXEMPT (nonprofit) payee code if any** _____ Exemption from FATCA reporting (see instructions on next page)

TAX ID NUMBER

Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN.
Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line.

SOCIAL SECURITY NUMBER ☐☐☐ – ☐☐ – ☐☐☐☐

EMPLOYER IDENTIFICATION NUMBER ☐☐ - ☐☐☐☐☐☐☐

RESIDENCY STATUS

☐ **California Resident** - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page)

☐ **California Nonresident** - Subject to State income tax withholding. (see Nonresident Withholding on next page)

☐ **California Nonresident Exemption** - To qualify for exemption, check one of the following:

- ☐ No services provided in California.
- ☐ A completed Franchise Tax Board Form 590. - (must be attached)
- ☐ A waiver of State withholding from Franchise Tax Board. - (must be attached)

CALIFORNIA SALES TAX PERMIT NUMBER (required only for California nonresident vendors that charge California sales tax) ☐☐☐☐☐☐☐☐☐☐☐☐☐

CERTIFYING SIGNATURE

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a United States person (including a United States resident alien), and
4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE(Type or Print)	E-MAIL ADDRESS	
SIGNATURE OF U.S. PERSON	DATE	TELEPHONE NUMBER

(REV Apr 2017)

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

EXHIBIT D

.

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this 14th day of June, 20 24

By _____
Authorized Signature for Contractor

Brad McGhee - Sales Manager
Printed Name and Title

Hunt & Sons, LLC
Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

5725 Alder Ave
Address

Sacramento, CA 95829
City/State/Zip Code

(209) 345-8062 // bmcghee@huntnsonsllc.com
Area Code/Telephone Number and E-Mail Address

EXHIBIT E
FORM OF PARTICIPATING AGENCY SUB AGREEMENT

JOINT FUEL PROCUREMENT
SUB-AGREEMENT
between
CONTRACTOR and PARTICIPATING AGENCY

This FUEL PROCUREMENT AGREEMENT ("Agreement"), is made and entered into on [Enter Effective Date of Agreement upon execution], by and between **[PARTICIPATING AGENCY]**, [describe form of entity] (hereinafter "Participating Agency"), and **HUNT & SONS LLC**, a Delaware limited liability company (hereinafter "Contractor or "Consultant").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with the Contractor, dated [date entered upon execution of joint procurement agreement], to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to the Contractor's provision of services to the Participating Agency.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay the Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Insurance Requirements. Choose one of the following:

a. Contractor shall obtain and maintain the insurance required under section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as additional insured thereunder.

b. [If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.]

5. [Insert any other special terms and conditions]

6. The Participating Agency shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving the Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested to Contractor at the address set forth next to its signature, below.

7. Project Manager:

The Participating Agency's project manager for this Agreement is **Project Manager** unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Project Manager, Title
Participating Agency
Address
Address
Telephone:
Email:

Contractor's project manager for this Agreement is **Brad McGhee.** No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Brad McGhee, Sales Manager
Hunt & Sons LLC
5725 Alder Avenue
Sacramento, CA 95829
Telephone: (209) 345-8062
Email: bmcghee@huntnsonsllc.com

(*Signature Page to Follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

[PARTICIPATING AGENCY]:

NAME OF AUTHORIZED SIGNATORY
Title

HUNT & SONS LLC

BRAD MCGHEE
Sales Manager

EXHIBIT F
CERTIFICATION OF RESTRICTIONS ON LOBBYING

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(To be submitted with each bid or offer exceeding $100,000)

I, Brad McGhee, Sales Manager, hereby certify on
(name and title of official)

behalf of Hunt & Sons, LLC. that;
(name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement resulting from this RFP shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 14th day of June

By _____
(Signature of authorized official)

Sales Manager
(Title of authorized official)

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Bluffs Subdivision ADA Ramps

Date: October 8, 2024

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision ADA Ramps to FBD Vanguard Construction, Inc., and Authorizing the City Manager to Execute an Agreement with FBD Vanguard Construction, Inc.

Background:
The Bluffs Subdivision ADA Ramps project was included in the 2025-2029 Capital Investment Plan and the Fiscal Year (FY) 2024/25 Operating Budget approved by the City Council on June 25, 2024. This project consists of removing and replacing forty (40) existing concrete curb ramps located in Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork and curb and gutter.

The bid for the Bluffs Subdivision ADA Ramps was advertised on August 9, 2024, and August 16, 2024, with the bid opening Thursday, September 5, 2024. Three (3) bids were received from the following (Attachment 2).

CONTRACTOR	BID
FBD Vanguard Construction, Inc. (Livermore)	$327,760
PBM Construction, Inc. (Rocklin)	$342,960
Central Valley Engineering & Asphalt, Inc. (Roseville)	$439,040

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined FBD Vanguard Construction, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to FBD Vanguard Construction, Inc. in the amount of $327,760. Pursuant to the Rocklin Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($49,164), for a total not to exceed amount to $376,924.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed The Bluffs Subdivision ADA Ramps project and determined that it falls under the previously approved Notice of Exemption for City's Road Resurfacing Projects, Resolution 2019-236, and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 & 15302.

Fiscal Impact:
There is no additional fiscal impact; this project is included in the FY 2024/25 Operating Budget in the SB325 Sales Tax Fund (210).

ATTACHMENTS:
1. Resolution
2. Bid Summary
3. Project Location Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE BLUFFS SUBDIVISION ADA RAMPS TO FBD VANGUARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FBD VANGUARD CONSTRUCTION, INC.

WHEREAS, The Bluffs Subdivision ADA Ramps consists of removing and replacing forty (40) existing concrete curb ramps located in Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as, miscellaneous flatwork and curb and gutter; and

WHEREAS, the invitation for bids was advertised on August 9, 2024, and August 16, 2024, with the bid opening Thursday, September 5, 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 $327,760, submitted by FBD Vanguard Construction, Inc. and staff recommends that the contract for the project be awarded to FBD Vanguard Construction, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $49,164, 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 $376,924; 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 Bluffs Subdivision ADA Ramps is awarded to FBD Vanguard Construction, Inc. and the City Manager is authorized to execute the Agreement with FBD Vanguard Construction, Inc. in substantially the form attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

:

EXHIBIT A
CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of October 8, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and FBD Vanguard Construction, Inc., a Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: The Bluffs Subdivision ADA Ramps

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Three Hundred and Twenty-Seven Thousand, Seven Hundred and Sixty Dollars ($327,760.00)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

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 of Sixty-Five (65) calendar days, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set

forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Hundred Dollars **($500)** 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.)**
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

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: City of Rocklin Bluffs Subdivision ADA Ramps	
DATE: September 5, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Central Valley Engineering Asphalt Inc.	$439,040.00	$		✓
2. FBO Vanguard Construction Inc.	$ 327,760.00	$		✓
3. PBM Construction Inc.	$ 342,960.00	$		✓
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle
Angela Doyle, Finance

9/5/2024
Date

Avinta Singh, City Clerk

9/5/2024
Date

Project Location Map



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Corporation Yard Releveling and Dry Rot Repair Change Order No. 1

Date: October 8, 2024

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with Reliant Construction, Inc. for the Corporation Yard Portable Releveling and Dry Rot Repair Project.

Background:
On June 25, 2024, the City Council adopted Resolution No. 2024-172, approving a Construction Agreement for the Corporation Yard Portable Releveling and Dry Rot Repair project with Reliant Construction, Inc. The project involves the use of jacks, leveling devices, and supports to relevel the portable building for maintenance stability, as well as the removal and replacement of dry rot - affected walls for safety and building integrity. The budgeted amount for the project was $85,000. The contract with Reliant Construction, Inc. was for $52,997.42, plus a 15% contingency, for a total not to exceed amount $60,907.03.

Once the project commenced, and the siding was removed, additional dry rot was discovered on the north-facing wall. The extent of the damage, caused by years of water sheeting off an adjacent storage unit directly onto the wall, could not have been known until the wall was exposed. This unforeseen issue requires additional repairs beyond the scope of the original contract, necessitating a change order.

The total cost of the additional repairs is $13,567.15, which exceeds the approved 15% contingency by $5,617.54. Change Order No. 1 will authorize the additional repairs and increase the contingency amount by $5,617.54, bringing the total contingency to $13,567.15. This adjustment increases the overall project's not-to-exceed amount to $66,564.57.

Fiscal Impact:
There is no additional fiscal impact; the project budget exceeds the revised costs.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH RELIANT CONSTRUCTION, INC. FOR THE CORPORATION YARD PORTABLE RELEVELING AND DRY ROT REPAIR PROJECT

WHEREAS, the Corporation Yard Portable Releveling and Dry Rot Repair Agreement was adopted by the City Council on June 25, 2024 (Resolution No. 2024-172), to relevel the portable building and remove and replace dry rot affected walls for an amount not to exceed $52,997.42 plus a 15% contingency; and,

WHEREAS, Once the project commenced, and the siding was removed, additional dry rot was discovered on the north facing wall which would not have been known until the wall was exposed; and,

WHEREAS, cost of the additional repairs is $13,567.15, which exceeds the approved 15% contingency of $7,949.61 by $5,617.54 for a total not to exceed amount of $66,564.57; and,

WHEREAS, Change Order No.1 will add this work to the existing agreement, at a cost not to exceed $13,567.15 increasing the total project cost, including change order authority, from $60,947.03 to $66,564.57; and,

WHEREAS, there is no fiscal impact as the budgeted amount for this project exceeds the revised project costs.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute Change Order No. 1 to the budgeted amount for the Corporation Yard Portable Releveling and Dry Rot Repair attached hereto as Exhibit A.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CHANGE ORDER

CHANGE ORDER NO.: 1	**PROJECT NAME: Corporation Yard Portable Releveling and Dry Rot Repair**
DATE OF ISSUANCE: 10/08/2024	**CONTRACTOR: Reliant Construction, Inc.**

You are directed to make the following changes to the plans and specifications or do the following work not included in the plans and specifications on this contract.

JUSTIFICATION:

1. Repair additional areas of dry rot discovered on the north facing wall for a total cost of $13,567.15.

CHANGE TO CONTRACT PRICE	CHANGE TO CONTRACT TIME
Original Contract Price: $52,997.42	Original Contract Time: 90 calendar days
Current Contract price, as adjusted by previous change orders: $52,997.42	Current contract time, as adjusted by previous change orders: 0 calendar days
The Contract Price due to this Change Order will be increased by $13,567.15	The Contract Time due to this Change Order will be increased/decreased by 0 calendar days.
The new Contract Price due to this Change Order will be: $66,564.57	The new Contract Time due to this Change Order will be 90 calendar days

NOTE: TO BE EFFECTIVE, THIS ORDER MUST BE APPROVED BY THE CITY MANAGER OR HIS/HER DESIGNEE

Requested by: Matt McClure, Public Services Manager	Approved by: _____ Aly Zimmermann, City Manager

We, the undersigned contractor, have given careful consideration to the change proposed, and agree, if the proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified and will accept as full payment therefore the prices shown above.

Accepted by: _____	Date:_____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Maverik Landscape Agreement

Date: October 8, 2024

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving a Landscape Maintenance Agreement and Authorizing the City Manager to Execute the Landscape Maintenance Agreement with Maverik, Inc.

Background:
As a part of the Maverik, Inc. project, the developer (Maverik, Inc.) has agreed to maintain the City-owned landscape area within the City-owned right-of-way along the Maverik, Inc. perimeter, located on Sunset Boulevard. A Landscape Maintenance Agreement is required to formalize this arrangement. This agreement will ensure a uniform landscape treatment and simplify maintenance responsibilities. Maverik, Inc. will maintain the landscape and irrigation system on the city owned right-of-way located on Sunset Boulevard, as identified on the Project Location Map (Attachment 2).

This agreement provides a benefit to both Maverik, Inc. and the City by eliminating the need to install duplicative irrigation systems for both the project frontage and the City's right-of-way. It also provides the developer control of the aesthetics of their frontage, and long-term maintenance savings to the City. The agreement requires the developer to maintain proper insurance coverage naming the City as an additional insured, and includes the City's standard hold harmless provision.

Fiscal Impact:
There is no impact to the General Fund from the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Project Location Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A LANDSCAPE MAINTENANCE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LANDSCAPE MAINTENANCE AGREEMENT WITH MAVERIK, INC.

WHEREAS, on March 2, 2021, the City of Rocklin Planning Commission approved the design review for Maverik, Inc.; and,

WHEREAS, Condition No. 7 in the Design Review requires the Developer and the City enter into a Landscape Maintenance Agreement whereby the property owner shall maintain the irrigation system and all plant materials.

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

Section 1. The City Council of the City of Rocklin approves and directs the City Manager to execute an agreement for landscaping maintenance between the City of Rocklin and Maverick Inc., in the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is authorized and directed to record the Landscaping Maintenance Agreement in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by
and Return to:

No Fee Per Gov't Code § 27383

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

LANDSCAPING MAINTENANCE AGREEMENT
(Maverik, Inc.)

This Agreement is entered into as of October 8, 2024, by and between the City of Rocklin, a municipal corporation ("City") and Maverik, Inc. ("Developer").

RECITALS

1. Developer has received approval for and is pursuing construction of the project known as Maverik Gas Station ("Project") approved by Rocklin Planning Commission Resolution No. PC 2021-03.

2. A condition of approval of the Project requires Developer to landscape and maintain the perimeter of the site, a portion of which is immediately adjacent to the landscaperd right-of-way of Sunset Boulevard. The landscaped areas of the Project and the adjacent right-of-way are depicted on Exhibit A, attached hereto and by this reference is incorporated herein, ("Landscaped Area"). The portion of the Landscaped Area within the City right-of-way would normally be maintained by the City out of revenues generated by CFD 5 (the "District") of which the Project is a part.

3. To insure a uniform landscaping treatment and simplify maintenance responsibilities, City and Developer enter into this Agreement to allow Developer to landscape the right-of-way portions of the Landscaped Area along with the Project landscaping and assume maintenance responsibility for the entire Landscaped Area.

4. Developer shall prepare and submit to the City's Director of Community Development and the City's Public Works Director final landscape and irrigation plans for all of the Landscaped Area shown on Exhibit A and in compliance with all conditions of Project approval.

5. Developer shall obtain an encroachment permit for all improvements within the public right-of-way. Developer shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of Developer in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City.

6. Developer shall supply City with a complete set of as-built plans of the landscaping and irrigation system within five (5) days of final inspection and approval.

7. Developer shall at all times maintain the Landscaped Area in a professional manner commensurate with the standard of maintenance provided by City in its landscaped rights-of-way in the vicinity of the Project site.

8. Insurance.

A. Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Developer, its agents, representatives, employees, or subcontractors. All coverage available to the Developer as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Developer shall provide to City the full policy limits of Developer's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Developer shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.

2. Worker's Compensation and Employer's Liability Insurance. Developer shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for worker's compensation. Developer shall also maintain in full

force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars ($1,000,000) each accident; one million dollars ($1,000,000) policy limit bodily injury by disease; one million dollars ($1,000,000) each employee bodily injury by disease.

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

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

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

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

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

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

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

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement and shall be on an occurrence policy form.

F. If Developer, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Developer resulting from the breach.

G. Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Developer shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

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

I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provision: the State Compensation Insurance Fund waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the State Compensation Insurance Fund in connection with work performed by Developer under this Agreement.

9. Developer shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including litigation costs and attorneys fees, arising out of Developer's performance or non-performance of its duties and obligations under this Agreement, caused in whole or in part by any negligent act or omission of Developers, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

10. Developer agrees to remedy any defects in the landscaping and irrigation system within the Landscaped Area arising from faulty or defective design or construction occurring at any time during the term of this Agreement.

11. Attorney Fees; Litigation Costs.

If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

12. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. Upon notice of termination being given, and within that thirty (30) day period, Developer shall complete the following requirements:

A. Developer, at its sole cost, shall provide for the continued irrigation of the public right-of-way portion of the Landscaped Area, separate from the privately owned portion of the Landscaped Area.

B. Developer shall modify or replace the then existing irrigation system, to the satisfaction of City, and install, or pay the City the cost to have installed, a City water meter located within the public right-of-way. If the Developer fails to perform the work necessary to revise the irrigation system and install a City water meter, the City may at its option, perform or cause to be performed said work on behalf of Developer and assess a lien against Developer's property for the cost of the work.

13. The obligations set forth in this agreement are covenants that run with the land and are appurtenant to and shall burden Developer's property (and any portion into which such property may hereafter be divided), and are for the benefit of the adjacent City owned right-of-way.

14. This Declaration shall inure to the benefit of and be binding upon Developer, and their respective heirs, personal representatives, successors and assigns, and upon any person acquiring Developer's property, or any portion thereof, or any interest therein, whether by operation of law, foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15. Notices shall be deemed given when mailed first class, postage prepaid, or personally delivered to the principal office of the other party at the following address:

City: City of Rocklin
c/o City Manager
3970 Rocklin Road
Rocklin, California 95677

Developer: Maverik, Inc.
185 S. State Street, Ste. 800
Salt Lake City, Utah 84111

Notices may be sent to such other persons and addresses as either party may designate from time-to-time in writing.

16. This Agreement shall be recorded in the Office of the Placer County Recorder.

The parties have executed this Agreement on the date first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

DEVELOPER:

Signature:_____

Print Name:_____

Its:_____

APPROVED AS TO FORM

Matthew McOmber, City Attorney

ATTEST

Avinta Singh, City Clerk

ACKNOWLEDGEMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____. (Seal)

ACKNOWLEDGEMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____. (Seal)


Exhibit A
ROCKLIN
CALIFORNIA
378-010-001-000
017-283-012-000
378-010-006-000
SUNSET BLVD
W STANFORD RANCH RD
017-283-047-000
017-283-048-000
017-086-012-000
LONETREE BLVD
017-284-001-000
017-283-010-000
017-284-032-000
017-284-031-000
017-284-017-000
N
Legend
Parcels
Project Area

Project Location Map



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Astound Broadband Powered By Wave Agreement

Date: October 8, 2024

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director
1. Resolution

Department: Public Works

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

Background:
On May 14, 2019, the City Council approved the Intelligent Transportation System (ITS) Masterplan (Resolution No. 2019-106), which identified a phased backbone traffic control infrastructure and a central traffic control system. The ITS Masterplan builds upon the General Plan and Traffic Circulation Element by setting the vision, goals and objectives for traffic flow from an operational perspective.

Subsequently, on June 11, 2019, the City Council adopted Resolution No. 2019-146, which authorized infrastructure and communication services with Astound Broadband Powered by WAVE (Astound) for ITS along Sunset Boulevard, Pacific Street, Rocklin Road, and Sierra College Boulevard. This agreement expired in 2024. On December 12, 2023, the City Council adopted Resolution No. 2023-213, which authorized a new ten (10) year agreement with Astound for ITS throughout the City, allowing for a lower per intersection/circuit rate for the length of the agreement with the opportunity to add additional circuits, as needed, at the same rate and without installation costs.

Part of the overall ITS system requires two 1 Gigabyte circuits that transmit the data from the smaller circuits to the server in the Police Department building. When drafting the agreement that was approved in December of 2023, Astound inadvertently omitted these two larger circuits from the agreement. Staff has worked with Astound to establish a new agreement for these circuits with the same term as the agreement approved in December of 2023. This agreement will be retroactive to December 12, 2023, to address the error and bring the billing current for the services received.

Pursuant to the Rocklin Municipal Code 3.04.070(i) the City Council may approve a contract duration longer than three years for good cause. Staff recommends a ten (10) year agreement with Astound Broadband Powered by WAVE to secure a sustainable ITS system for the next decade.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. The costs of these increases are included in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Agreement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING AND AUTHORIZING THE AGREEMENT WITH ASTOUND BROADBAND POWERED BY WAVE, FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) COMMUNICATION AND NETWORKING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the ITS Master Plan was adopted on May 14, 2019, Resolution No. 2019-106 building upon the General Plan and Traffic Circulation Element by setting the vision, goals and objectives for traffic flow from an operational perspective; and

WHEREAS, on June 11, 2019, the City Council adopted Resolution No. 2019-146 with Astound Broadband Powered By WAVE (formerly WAVE), which provided the infrastructure and communication services for ITS along Sunset Blvd, Pacific St, Rocklin Rd, and Sierra College Blvd. at a cost that was advantageous to the city; and

WHEREAS, to accommodate the growing traffic signal ITS network and the Police Department's LPR program, the City Council adopted Resolution No. 2023-213 allowing for a lower per intersection/circuit rate however, the two 1 Gb circuits that transmit the data to the Police Department were inadvertently left off the agreement; and

WHEREAS, Staff has worked with Astound to address the error and establish an agreement for the two circuits, making it retroactive back to the original December 12, 2023 agreement to bring the billing current; and

WHEREAS, Pursuant to the Rocklin Municipal Code 3.04.070(i) the City Council may approve a contract duration longer than three years for good cause; and

WHEREAS, there is no additional impacts as the costs for this service are included in the individual department's budgets as needed.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute agreements with Astound Broadband Powered By WAVE (formerly WAVE) in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Astound Business Solutions Powered by RCN | GRANDE | wave

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by Provider's "Terms and Conditions for Enterprise Services" which are included in this agreement below (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
City of Rocklin - Department of Public Services		Name: Justin Nartker Email: Justin.Nartker@rocklin.ca.us Office: Mobile: 916-625-5514	
EXISTING ACCOUNT NUMBER		**ASTOUND SALES REP**	**ASTOUND SALES SEGMENT**
48 - 106510901		Glenn Tuazon - 000547	Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
120 months	OP420238

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
E-LAN 1 Gb	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	N/A		1	$820.00	$820.00	$0.00	$0.00
E-LAN 1 Gb	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	N/A		1	$820.00	$820.00	$0.00	$0.00

NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.	**TOTALS**	**$1,640.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES
This Service Order Agreement is supplemental to the fully executed Sevice Order Agreement under OP387863 signed by the Provider on 12/13/2023 and countersigned by the Customer on 12/20/2023.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed
APPROVED AS TO FORM:	**ATTEST:**
By: _____	By: _____

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EXHIBIT A

STANDARD TERMS AND CONDITIONS FOR ENTERPRISE SERVICES

ARTICLE 1 – INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

1.1 Introduction. Wave Business Solutions, LLC ("**Provider**") and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated Internet access, phone over fiber, hosted voice, dark fiber, wavelength, and related services (as applicable, the "**Services**"). These Standard Terms and Conditions for Enterprise Services (these "**T&Cs**") may be incorporated by reference into one or more Service Orders that are executed by and between Provider and the customer specified in such Service Order(s) ("**Customer**"). When so incorporated, these T&Cs together with the applicable Service Order(s) shall be collectively referred to as the "**Agreement**" between Provider and Customer and shall govern Provider's provision of Services to Customer. For purposes of the Agreement, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in the Agreement as a "**Party**" and together as the "**Parties.**"

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. The Service Level Agreements attached to these T&Cs as Exhibits (together, the "**SLA**") constitute a part of these T&Cs. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://wavebusiness.com/commercial-AUP. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://wavebusiness.com/serviceterms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) these T&Cs (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

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3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the **"Service Commencement Date"**). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as **"Fees."** Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a **"Fee Dispute Notice"**). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively **"Applicable Taxes"**). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of **"Default"**): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from

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Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected; (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

6.2 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.3 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.4 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

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ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. If and to the extent permitted by California law, **"Confidential Information"** shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties to the extent permitted by California law, shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, (iv) it constitutes a "Public Record," as that trerm or phrase is defined pursuant to the California Public Records Act, or (v) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence to the extent permitted by California law. To the extent permitted by California law, the Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR

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REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA business associate regulations pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the **"Provider Indemnified Parties"**) harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the **"Customer Indemnified Parties"**) harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a **"Force Majeure Event"**). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately

on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a "**Dispute**") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Section 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 11.4 below.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 11.4 below.

11.4 Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the Sacramento, California offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

11.5 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of California, Placer County, or in the Federal District Court for the Eastern District of California, as applicable. ***Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider's address set forth below. Notices to Customer shall be directed to Customer's addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

Provider's Address for Notices:
Wave Business Solutions, LLC
401 Parkplace Center, Suite 100
Kirkland, WA 98033

With a Copy to:
Wave Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540

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Docusign Envelope ID: 60FD75CE-E1C4-4623-BD02-F597F24C77F4

ATTN: Enterprise Sales
Email: dlampkin@wavebusiness.com

ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to these T&Cs, are incorporated herein and by this reference made a part of these T&Cs:

EXHIBIT A - Service Level Agreement for Lit Fiber Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to these T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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wave business

EXHIBIT A
Service Level Agreement
for
High Availability Enterprise Services

This Service Level Agreement for High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between Wave Business Solutions, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.9%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.9% Availability	Less than 45 minutes	Target Met
	45 Min. up to 4 hours	5%
	> 4 hours up to 12 hours	10%
	> 12 hours up to 18 hours	20%
	> 18 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a **MTTR of 6 hours or less.** If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.1% Packet Loss.** If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

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Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 12 ms or less**
- **Round Trip Inter-Market Latency* of 45 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
12 ms or less	**45 ms or less**	≤ Target Latency	Target Met
		> Target up to 8 ms over Target	5%
		> 8 ms up to 15 ms over Target	10%
		> 15 ms up to 20 ms over Target	25%
		> 20 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter of **no greater than 2 ms.** If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

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$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

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"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the WAVE Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

"WAVE Network" means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

"WAVE Backbone Network" means WAVE's core fiber backbone that connects WAVE's POPs and regional hubs.

"WAVE's Network Operations Center" or "WAVE's NOC" means WAVE's network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

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Docusign Envelope ID: 60FD75CE-E1C4-4623-BD02-F597F24C77F4

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affilliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Turn-Key Park Subdivision Improvement Agreement for Vista Oaks

Date: October 8, 2024

Submitted By: Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Subdivision Improvement Agreement for Turn-Key Park (Vista Oaks/ SD-2001-04A, TRE-2001-30A).

Background:
On May 10, 2022, the City Council approved the tentative subdivision map for Vista Oaks (Resolution No. 2022-100) subject to certain conditions, including the execution of an agreement for the dedication and improvement of a public park as part of Phase I. In accordance with the Subdivision Map Act and the Rocklin Municipal Code, the developers are required to enter into a Subdivision Improvement Agreement (SIA) for this purpose.

The SIA stipulates the development of the park, access road, and associated improvements, ensuring that the park complies with City standards and is completed within the agreed upon timeframe.

Key Terms of the Agreement:

- Developers must submit park improvement plans to the City's Parks and Recreation Department and Commission for approval.
- Plans must include the park design and a 20-foot-wide access road.
- The park will be constructed according to City standards and the approved design.
- The improvements must be completed within 18 months of recording the final map for Phase I.
- Developers are required to dedicate Parcel E and access road to the City upon satisfactory completion of improvements, following a site assessment to confirm the land's suitability for park use.

Fiscal Impact:
There is no immediate fiscal impact associated with the approval of this agreement. The developer will bear all costs related to the design and construction of the park and access road. The City may reimburse the developer for park fees upon acceptance of the completed improvements.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Turn-Key Park Agreement

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT FOR TURN-KEY PARK (Vista Oaks/ SD-2001-04A, TRE-2001-30A)

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

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

A. That a tentative subdivision map for a subdivision known as Vista Oaks (Vista Oaks/ SD-2001-04A, TRE-2001-30A) (the "Subdivision") was approved subject to certain conditions, including the execution of an agreement for the dedication and improvement of a public park;

B. This condition shall be satisfied by execution of a Subdivision Improvement Agreement – Turn-Key Park in the form attached hereto as Exhibit A.

Section 2. The Subdivision Improvement Agreement for Turn-Key Park, attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved, and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 3. The City Clerk is hereby authorized and directed to record the agreement attached hereto as Exhibit A, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 8th day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by
and Return to:

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

Subdivision Name: Vista Oaks
Subdivision No.: SD-2001-04A, TRE-2001-30A
Recorded at: Book _____ of Maps, at Page _____,
Placer County Recorder
Principal(s): Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as tenants in common and landowners
Effective Date: _____

SUBDIVISION IMPROVEMENT AGREEMENT - TURN-KEY PARK

This Subdivision Improvement Agreement ("Agreement") for the design, improvement, and dedication of a park is entered into by and between the City of Rocklin, hereinafter called "City," and Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert Adams, and Christian H. Guntert, as tenants in common and landowners, hereinafter called "Principals," on the _____ day of _____, 2024.

RECITALS

1. Principals have received approval from City of a tentative subdivision map commonly known as Vista Oaks (the "Subdivision") (**Exhibit A**). City Council Resolution #2022-100, Condition #10 approving this tentative map requires Principals to enter into an agreement for the design, improvement, and dedication of a park ("Park") on Parcel E in Phase 1 ("Parcel E") prior to recordation of the first final map for any portion of the Subdivision.

2. Principals wish to have filed for recordation a phased final subdivision map for Phase 3 of the Subdivision ("Final Map"), in substantial conformity with the approved tentative map.

3. City has approved the Final Map, subject to the execution of this Agreement for the design, improvement and dedication of a park on Parcel E.

4. Principals are willing to execute this Agreement as a condition precedent to the recording of the Final Map.

5. The authority for this Agreement is the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. **Irrevocable Offer of Dedication of Park Site and Access Road**.

Principals shall make an Irrevocable Offer of Dedication of Parcel E and the twenty (20) foot wide access road (See Paragraph 7) to City of Rocklin concurrently with the recordation of a final map for Phase 1.

7. **Approval of Plans**.

Principals shall prepare and submit to the Rocklin Parks and Recreation Commission for approval of improvement plans for the Park in substantial compliance with the approved design attached hereto as **Exhibit B**, Vista Oaks Parcel E Neighborhood Park – Park Design ("Park Design"), and in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City, where applicable. The cost of preparation of the improvement plans shall be borne by Principals. Park improvement plans shall be completed prior to the recordation of a final map for Phase 1. Improvement plans shall include improvement plans for a twenty (20) foot wide access road to the park.

8. **Improvements**.

A. Prior to commencing construction of park improvements, Principals shall complete and submit to City a Phase I preliminary site assessment for Parcel E and the access road to the park. If the site assessment identifies any physical conditions or defects in the property which would interfere with its use as a park, as determined by City in its sole discretion, Principals shall complete a supplemental assessment and remedy any such physical condition or defect to the satisfaction of City.

B. Principals agree to complete all the works of park and access road improvements ("the Improvements") required for the park and access road as shown on the Park Design and in accordance with the improvement plans approved by City. Principals shall comply with all applicable prevailing wage laws and regulations in completing the improvements.

C. Principals shall complete the Improvements within eighteen (18) months from the recordation of a final map for Phase 1.

D. If Principals record a final map for either Phase 2 or Phase 3 (or both) prior to recording a final map for Phase 1, then Principals shall pay the City's current Park Improvement Impact Fee and Park Development Fees (without dedication of land) for each dwelling unit prior to the issuance of a building permit. Principals shall be entitled to reimbursement of such park fees paid upon the City's acceptance of Parcel E, the access road, and the Improvements.

E. As required in Condition #10 for the Final Map:

1) Parcel E shall be free from any physical condition or any title encumbrance to the land that would prevent its use as a park site;

2) Principals shall provide a verified delineation of Parcel E to City for review and determination as to whether wetlands exist on the property. To the extent that there are wetlands on Parcel E, Principals shall provide verification that they have complied with all federal and state permits for removal of any wetlands prior to dedication to City; and

3) Principals are responsible for installation of full street frontage improvement to City standards (i.e., curb, gutter, and sidewalk, etc.) adjacent to and in Parcel E when China Garden Road is constructed. At the option of City, sidewalks may be deferred and incorporated into the park development.

9. **Acceptance of Improvements upon Completion**. Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, City agrees to accept the irrevocable offer of dedication for Parcel E and the Improvements subject to the provisions of Paragraph 11 (Warranty) hereof.

10. **Notice Regarding Construction**. Principal shall notify the City Engineer and the Director of Parks and Recreation 48 hours prior to commencement of construction of the Improvements.

11. **Warranty**. Principals agree to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after the Notice of Completion is approved, and the public work is accepted by the City Council.

12. **Indemnity and Hold Harmless**. Principals agree to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principals, any subcontractor of Principals, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Principals' obligation under this paragraph or this Agreement.

13. **Delay.** If the construction of the Improvements shall be delayed without fault of Principals, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

14. **Security.** Principals shall furnish to City security to ensure the faithful performance of all duties and obligations of Principals herein contained prior to the recordation of a final map for Phase 1. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with City or deposited with a recognized escrow agent for the benefit of City. Such security shall be in the following amounts for the following purposes:

(A) **Performance:** One hundred percent (100%) of the estimated cost of the Improvements securing performance of this Agreement, which estimated cost shall be determined at the time the Improvement Plans for the Park are approved.

(B) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them. Such estimated costs must assume the applicability of prevailing wage laws.

(C) **Warranty:** In an amount to be determined upon the approval of the Improvement Plans to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

15. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 14 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 11), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate.

16. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 14, shall be brought in the

appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

17. **Inspection; Release of Security For Faithful Performance.** Principals may, from time to time, request the City Engineer to inspect the Improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 14(A); provided, however, that in no event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

18. **Release of Remaining Security For Faithful Performance: Warranty.** At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 14(A) upon the furnishing of the warranty security as required by Paragraph 14(C).

19. **Release of Security Where Other Agency Approval Required.** Notwithstanding paragraphs 17 and 18, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those Improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

20. **Release of Labor and Materials Security.** Ninety (90) days after a Notice of Completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 14(B) of this Agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

21. **Insurance.** Upon the recordation of a final map for Phase 1, or the commencement of construction of the Improvements, whichever occurs first, Principals shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principals, their agents, representatives, or employees.

A. Minimum Scope and limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations,

property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

B. Other Insurance Provisions

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

1. **Additional Insured Status.** 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 Principals 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 Principals' insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to City.

4. **Waiver of Subrogation.** Principals hereby grant to City a waiver of any right to subrogation which any insurer of said Principals may acquire against City by virtue of the payment of any loss under such insurance. Principals agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not 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 City. City may require the Principals to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

i. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

ii. 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 Principals must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Principals shall furnish City with an original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Principals' obligation to provide them. 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.** Principals shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principals 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.

22. **Failure of Performance.** In the event Principals fail to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principals hereunder. City shall have recourse against Principals for any and all amounts necessary to complete the obligations of Principals in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by City, in addition to the costs of the Improvements, shall be a proper charge against the security and/or Principals.

23. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

24. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property comprising the Subdivision.

26. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

25. **Automatic Termination Upon Completion and Sale of Residential Lot.** This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the project approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona fide good faith purchaser thereof.

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

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

_____
Daniel Cucchi, Acting Asst. City Attorney

ATTEST:

_____
Avinta Singh, City Clerk

PRINCIPALS

Ronald M. Guntert, Jr., Terry M. Guntert, Celia Guntert Wedding, Karen Guntert, Adams, and Christian H. Guntert, as tenants in common and landowners

By: Ronald M. Guntert, Jr.

By:_____
(*Signature*) (Date)

By: Terry M. Guntert

By:_____
(*Signature*) (Date)

By: Celia Guntert Wedding

By:_____
(*Signature*) (Date)

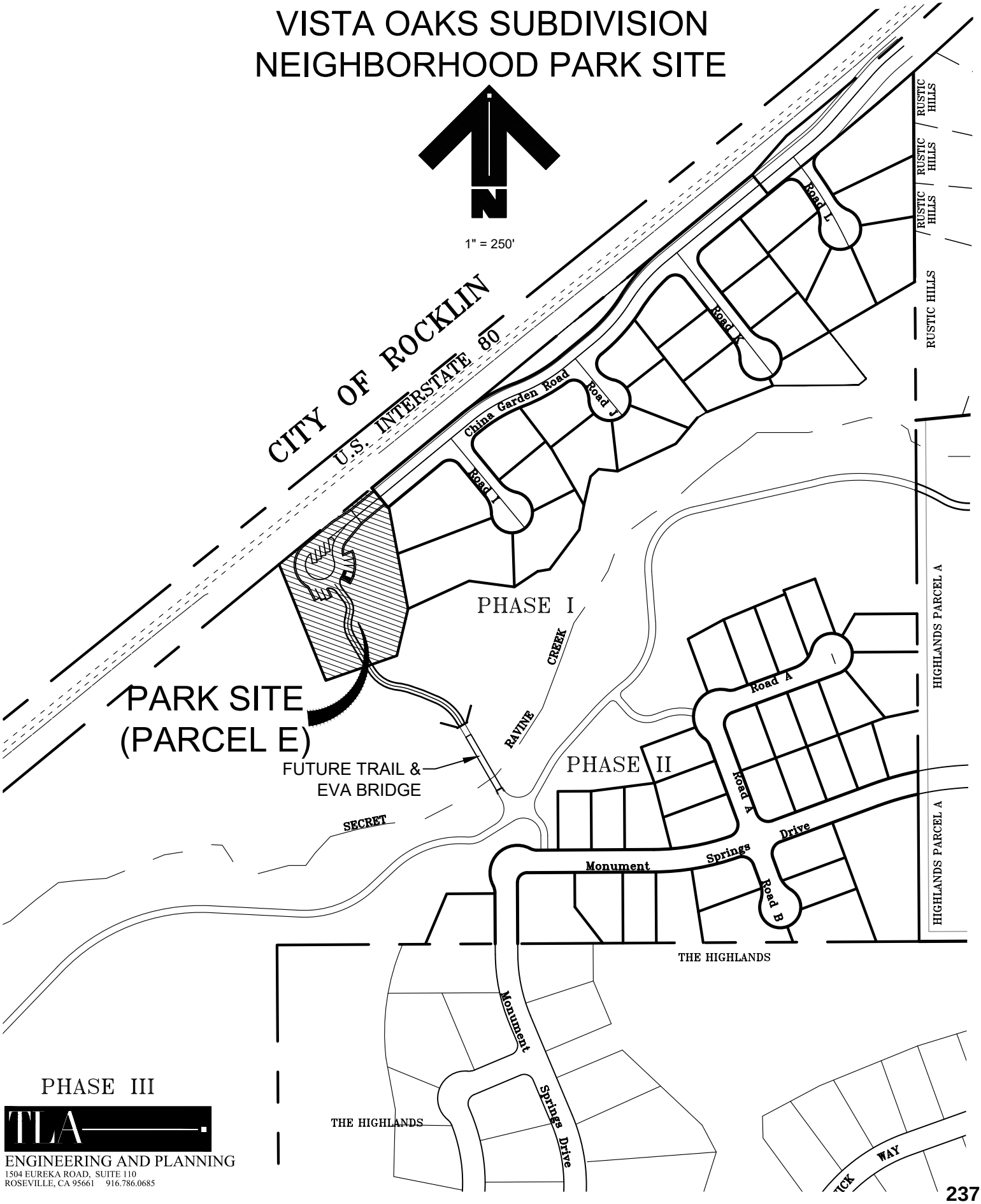
By: Karen Guntert Adams

By:_____
(*Signature*) (Date)

By: Christian H. Guntert

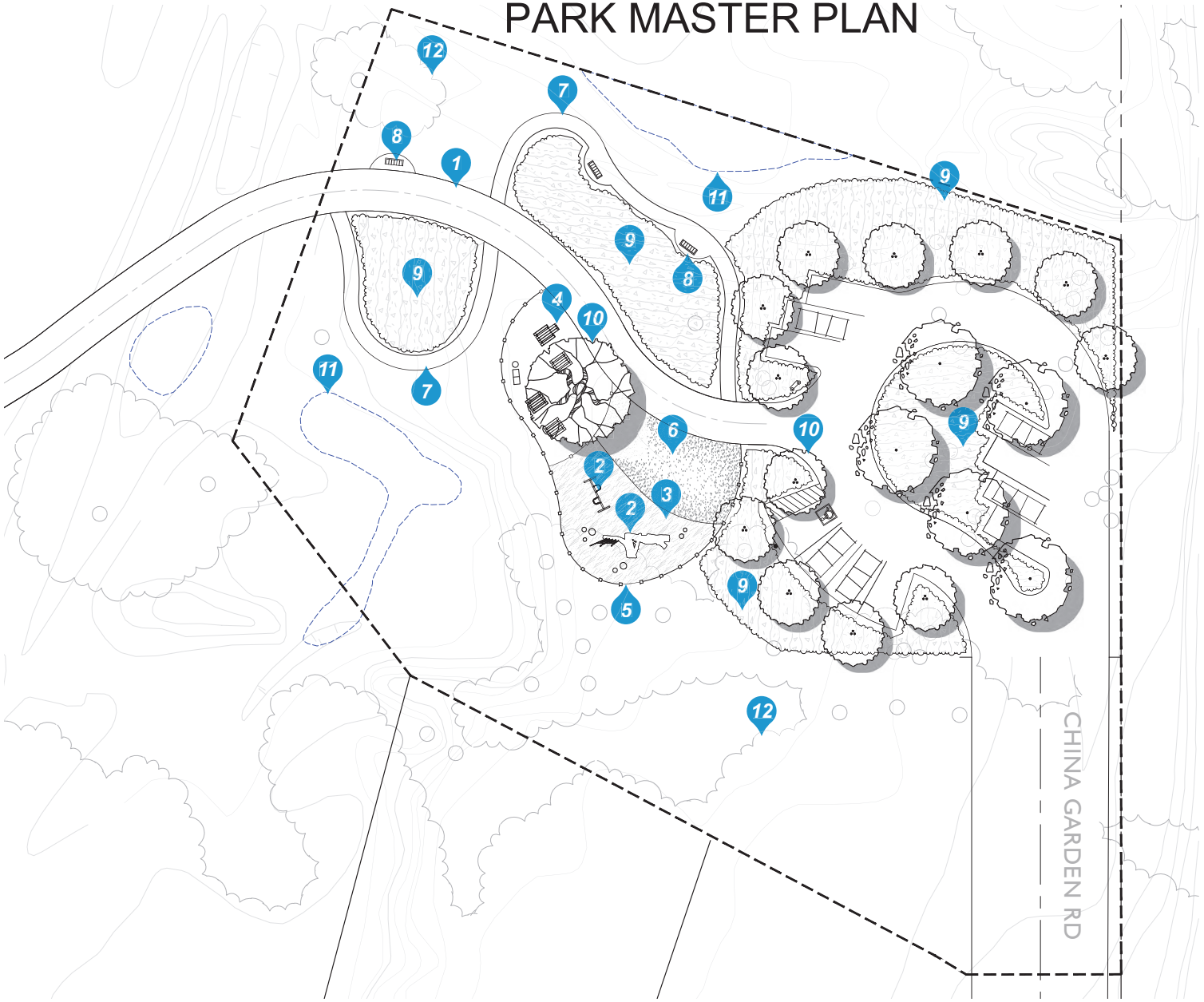
By:_____
(*Signature*) (Date)

EXHIBIT A
VISTA OAKS SUBDIVISION
NEIGHBORHOOD PARK SITE



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

EXHIBIT B
VISTA OAKS PARCEL E NEIGHBORHOOD PARK MASTER PLAN



LEGEND

1. Multi Use Path To Bridge Over Secret Ravine
2. Swings and Nature Play Equipment
3. Fibar Surfacing
4. Picnic Area
5. Split Rail Fence
6. Lawn
7. Nature Trails
8. Benches
9. Native Planting
10. Shade Trees
11. Existing Wetland
12. Existing Oak Woodland and Trees to Remain

0 8' 16' 36'

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM FOR CITY OF ROCKLIN

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORMS FOR PRINCIPALS